

Mallinckrodt

Superfund Record Center
SITE: Wells G 9. H

BREAK: 1.9

OTHER: 282 403

SDMS DocID

283403

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March 31, 2004

# Via Federal Express

Ms. Martha Bosworth, Enforcement Coordinator U.S. Environmental Protection Agency Office of Site Remediation and Restoration (HBS) One Congress Street, Suite 1100 Boston, Massachusetts 02114-2023

Re: Request for Information Pursuant to Section 104 of CERCLA in relation to the former Whitney Barrel Company at the Wells G & H Superfund Site in Woburn, Massachusetts

Dear Ms. Bosworth:

This response is being made on behalf of Mallinckrodt Inc., a New York corporation ("Mallinckrodt") to two Information Requests regarding the Whitney Barrel Company at the Wells G & H Superfund Site in Woburn, Massachusetts\_(the "Site") made by Bruce Marshall of the U.S. Environmental Protection Agency ("EPA"). According to the Information Requests, the Site is located at 256 Salem Street, Woburn, Massachusetts. EPA issued two requests to Mallinckrodt both on December 15, 2003 pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and Mallinckrodt received these requests on December 22, 2003. One request was related to Great Lakes Container Corporation (GLCC) and one was related to Kingston Steel Drum (KSD). As outlined in the responses below, the KSD site was part of the GLCC Division of International Minerals Corporation (IMC). Due to this relationship between the entities referred to in the Information Requests, this response letter is provided in answer to both Information Requests. An extension of time to respond was granted through March 31, 2004.

The Information Request states that the EPA is investigating this Site and pursuant to Section 104(e) of CERCLA, as amended, may require any person who has or may have any information relating to the facility to furnish such information and any documents relating thereto to the EPA. Notwithstanding the narrowness of this section, and its discreetness in terms of specific areas of inquiry, the Information Request and instructions go beyond the section quoted above and to which objection is duly made. Mallinckrodt's response is in accordance with the Information

Request, but Mallinckrodt objects to some of the questions as being overly broad and beyond the scope of the statutory section cited.

Section 104(e)(1) of CERCLA provides that EPA can require information that could be obtained from an alleged generator that is "necessary to ascertain facts not available at the facility where such hazardous substances are located." In order to assist Mallinckrodt in carrying out any statutory obligation to provide you with information 'not available at the facility', Mallinckrodt hereby requests that EPA specifically describe the information and documents in its possession relating Mallinckrodt to the Site and any additional information it believes necessary to supplement such existing information. The only information in the Information Request explaining any alleged nexus between Mallinckrodt and this Site was the statement in Enclosure D that Whitney Barrel provided EPA with a customer list and EPA is issuing 104(e) letters to customers to establish their possible involvement with the contamination at the Site. A copy of the customer list, a list of the materials each customer reportedly sent to the site or a quantity of material reportedly sent to the site was not provided.

Furthermore, Mallinckrodt believes that it is under no obligation to provide you with records or information until EPA makes a showing that such records are needed for the purpose as specified in this statute, and can assert some nexus between Mallinckrodt and this Site. Without waiver of any of the objections set forth above, Mallinckrodt is providing the following information which to its knowledge is responsive to EPA's Information Request. Mallinckrodt reserves its right to supplement this response if additional documents are later available which are responsive to this Information Request.

## Section 1 – General Information About Respondent

- 1a. Mallinckrodt Inc., 675 McDonnell Boulevard, St. Louis, MO 63042
- 1b. Patricia H. Duft, Staff Vice President, Legal & Regulatory Services, Mallinckrodt Inc., 675 McDonnell Boulevard, St. Louis, MO 63042 Telephone (314) 654-6314 and Fax. (314) 654-6486.

Kathryn A. Zeigler, Environmental Remediation Manager, Mallinckrodt Inc., 675 McDonnell Boulevard, St. Louis, MO 63042 Telephone (314) 654-6347 and Fax. (314) 654-6486.

James Grant, Director of Environmental Remediation Mallinckrodt Inc., 675 McDonnell Boulevard, St. Louis, MO 63042 Telephone (314) 654-6393 and Fax. (314) 654-6486.

These individuals have no personal knowledge of Respondent's former operations at the Kingston Steel Drum Site, but have provided information based on a review of records currently in Respondent's possession and control.

1c. Patricia H. Duft, Staff Vice President, Legal & Regulatory Services, Mallinckrodt Inc., 675 McDonnell Boulevard, St. Louis, MO 63042

- 1d. Superfund Sites in Region I for which Mallinckrodt has received a 104(e) letter:
  - Sutton Brook Site, Tewksbury, MA

# Section 2 – Respondent's Legal Status

- 2a. Mallinckrodt Inc., a New York corporation ("Mallinckrodt") is responding to this Information Request as successor in interest to International Minerals & Chemical Corporation ("IMC"). Through a series of name changes in the 1990s, IMC is now known as Mallinckrodt.
- 2b. i. Respondent's connection to the KSD site commenced when the Kingston Steel Drum Corporation was acquired on May 4, 1973, by Great Lakes Container Corporation, a subsidiary of International Minerals & Chemical Corporation, now known as Mallinckrodt. Kingston Steel Drum Corporation became a division of Great Lakes Container Corporation. On May 31, 1976 the Respondent's operations at the site ceased when the Great Lakes Container Division was sold to The 3016 Corporation owned by Irving A. Rubin. See Exhibit A. The 3016 Corporation was later renamed and operated under the name of Great Lakes Container Corporation under Mr. Rubin's ownership. Respondent's date of incorporation is June 4, 1909.
  - ii. The state of incorporation is New York.
  - iii. CT is the registered agent for service of process.
- 2c. Not Applicable.
- 2d. See response to 2.a. and b. above.
- 2e. See response to 2.a. and b. above.
- 2f. See response to 2.a. and b. above.
- 2g. Not applicable.

# Section 3 – Respondent's Operations (1950-1985)

The request states that the questions in this section refer to facilities owned or operated by the Respondent within Massachusetts, Rhode Island, New Hampshire, or Maine and to any other facility owned or operated by the Respondent which had any business with Whitney Barrel. Respondent objects to this request as overly broad and unduly burdensome and beyond Respondent's statutory responsibility to respond. Without waiving its objection, Respondent states it does not have any records or information that any sites owned or operated by the Respondent ever did business with Whitney Barrel. Since the Information Request specifically

referenced GLCC and Kingston Steel Drum however, the questions in this section are answered with respect to the KSD facility.

- 3a. Kingston Steel Drum
  Route #125
  Kingston, New Hampshire 03848
- 3b. Respondent's operations commenced at the KSD site in May 4, 1973 and ceased on May 31, 1976. The Respondent's operations consisted of reconditioning both open and closed head drums. For open head drums, residues were emptied from the drums, which were then passed through an incinerator to burn off remaining residues. The drums were then brought into the plant for sandblasting, dedenting and lining operations. The closed head drums were pre-flushed then rinsed with a caustic rinse solution, washed in a dilute hydrochloric acid solution, sand blasted, and dedented.
- 3c. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information regarding specific constituents that would have been processed or used in connection with facility operations or that would have been present in materials processed or used in facility operations during the Respondent's operation of the site between 1973 and 1976. However, Respondent understands that a variety of solvents and other chemicals were handled at the Kingston Steel Drum facility. However, Respondent has no specific information on these chemicals. No Material Safety Data Sheets (MSDSs) were found specifically related to the Respondent's operations at the site. However, several MSDSs from other companies were found. Although copies of these MSDSs have not been attached to this response, the Respondent will provide them upon request.
- 3d. During the period of Respondent's operation of the site, drum reconditioning continued in a manner similar to previous operations with some modifications intended to reduce the potential for pollution at the site. The "Kingston Swamp" was reportedly backfilled in 1973 and the caustic lagoon backfilled in 1974. Oil separation equipment was installed and "deoiled" and "oily" wastes from the closed head drum reconditioning process were stored in separate on-site holding tanks. To the knowledge of Respondent, there are no current operations at the KSD site.
- 3e. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information in its possession related to products recycled, recovered, treated or otherwise processed at the KSD site during the Respondent's operation of the site between 1973 and 1976 other than those generally described in response 3b. above.
- 3f. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information in its possession related to raw materials used in the operations at the KSD site during the Respondent's operation of the site between 1973 and 1976 other than those generally described in response 3b. above.

- 3g. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information in its possession regarding the cleaning and maintenance of equipment during the Respondent's operation of the site between 1973 and 1976.
- 3h. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information in its possession regarding the methods used to clean up spills during the Respondent's operation of the site between 1973 and 1976.
- 3i. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information to date regarding schematic diagrams or flow charts of the Respondent's operations at the site between 1973 and 1976.
  - Although not applicable to the Information Request regarding operations during Respondent's ownership because it is dated outside the Respondent's period of operation of the site, a flow diagram dated 8/14/79 was found during Respondent's file review which shows the rinse water disposal system at the site. This flow diagram is included as Exhibit B.
- 3j. Respondent does not have complete records of employees at the site during Respondent's period of operation and has no records of employment for periods before and after Respondent's period of operation. Respondent no longer employs anyone with any direct knowledge of the operations at the Kingston Drum Site. As stated above, Respondent found no information regarding any relationship with Whitney Barrell Company.

Section 4 – Respondent's Wastes and Waste Streams (including By-Products) (1950-1985)

Mallinckrodt objects to the completion of the "Waste Survey" as overly broad and unduly burdensome. However, without waiving this objection, the following responses are provided.

- 4a c. To Respondent's knowledge, it has found no information to date regarding specific descriptions or volumes of the wastes generated or specific waste containers used during Respondent's operations at the KSD site between 1973 and 1976. Therefore, Respondent is unable to complete this Waste Survey.
- 4d. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has found no information regarding the persons at the site responsible for collecting and managing wastes generated during Respondent's operations at the site between 1973 and 1976.
- 4e. Respondent did not find specific documents responsive to this request. A general description of the KSD site in EPA's Remedy Selection Document included the following information. Caustic rinse water was disposed in a lagoon located 150 feet to the west of the cinder block building. The caustic lagoon was a barbell shaped pond averaging approximately 25 ft in width, 100 ft in length, and 3 ft in depth. The lagoon received approximately 4,000 gal/day of caustic rinse water. Another small pond, commonly

- referred to as the "Kingston Swamp", was generally circular, approximately 100 ft in diameter and 1 ft deep.
- 4f. Respondent does not have complete records of employees at the site during Respondent's period of operation and has no records of employment for periods before and after Respondent's period of operation. Respondent no longer has any employees with any knowledge of the operations at the Kingston Drum Site.

# Section 5 - Respondent's Disposal/Treatment/Storage/Recycling/Sale of Waste (including By-Products) (1950-1985)

Respondent objects to this request as overly broad and unduly burdensome and beyond Respondent's statutory responsibility to respond. Several of these inquiries are irrelevant if a nexus between the KSD site and the Whitney Barrell Site cannot be established. Respondent has found no evidence of any nexus to the Whitney Barrell Site. Without waiving its objection, Respondent states it does not have any records or information on waste disposal practices, contracts, disposal facilities, etc. at the KSD site except where specifically noted below.

The site was remediated under CERCLA (<u>United States v. Ottai & Goss, et al.</u> C-225-L (D.N.H.) and the remediation activities are described in various EPA reports. The related reports found in the Respondent's files were the <u>Remedial Action Master Plan</u> by Ecology & Environment, Inc. for EPA dated August 27, 1982, <u>Technical Specifications for Kingston Drum Site</u> by Camp Dresser & McKee dated April 1984, <u>Excavation and Waste Removal Plan</u> by Camp Dresser & McKee Inc. dated May 1984, various manifests dated March 1985 (see 4 e-s below), and the Preferred Remedy Remedial Alternative Selection by EPA dated October 29, 1986. Respondent makes no representation that this is a complete list of documents related to the cleanup of the site and Respondent did not submit a Freedom of Information Request regarding the Kingston Drum Site.

- 5a d Respondent objects to this request as overly broad and burdensome. Respondent does not have records regarding employment at the KSD site either before or after its period of operation between 1973 and 1976. Furthermore, Respondent does not have complete records of employees at the KSD site during Respondent's period of operation. Respondent could not determine what individuals were responsible for waste handling as described in these questions. Respondent no longer has any employees with any knowledge of the operations at the Kingston Drum Site or other knowledge or responsibility pertinent to this Request for Information.
- 5e s. To Respondent's knowledge, it has no information concerning waste containers, contracts or arrangements for disposal, locations of disposal sites, waste carriers used or their employees, the frequency or volumes of wastes picked up at the site, or the vehicles used for wastes generated at the site during Respondent's operations at the site between 1973 and 1976. One invoice dated 10/31/75 from SCA Disposal Services (103 Bedford Road, Rowley, Mass 019696) was found from Respondent's period of ownership however there was no description of services, amounts or the type of waste disposed. This invoice is included as Exhibit C.

Although not applicable to the Information Request for the Respondent because they are outside the Respondent's period of operation of the site, the following records related to waste disposal were found during Respondent's file review.

- A list of effluent treatment purchased in 1977 1978. The list shows the date, company, and amount and includes S&M Disposal, Browning Ferris Ind., Stewart's Septic, Roland's Sewer/Septic, H&H Septic, Albert Gray, Dan Ray. This list and the supporting documentation for each shipment are included as Exhibit D.
- A list of waste disposal shipments from Nov 1978 Oct 1979. The list shows the date, company, and amount and includes Browning-Ferris, S&M Disposal, Ottati & Goss, Louis Ottati, Harding Metal, Keefe Environmental, Spaulding & Frost, Stewart's Septic, Bill Rafeal, Marshall Bean, Plaistow Lumber. This list and the supporting documentation for each shipment are included as Exhibit E.
- Purchase orders to D&L Service Inc, each for one load of wastewater, were dated 2/28/80, 6/11/80, 6/18/80, 7/15/80. These are included as Exhibit F.
- Hazardous waste manifests for Waste PCB materials all dated Mar 85. These appear to be from the site cleanup work previously described. International Minerals & Chemicals is the generator, the disposal site is SCA Chemical Services. One manifest for hazardous waste liquid (decontamination wastewater) was also dated Mar 85 and the disposal site was SCA. Additional manifests for non-hazardous scrap iron & debris dated Apr and May 85 also show SCA as the disposal site. Although copies of these MSDSs have not been attached to this response, the Respondent will provide them upon request.
- 5t- v. Respondent did not find any documents responsive to this request. See the response to 4a. 4d. above.

# <u>Section 6 – Respondent's Environmental Reporting</u>

Respondent objects to this request as overly broad and unduly burdensome and beyond Respondent's statutory responsibility to respond. Without waiving its objection, Respondent states the only applicable period for which Respondent is providing information requested in this section is the time periods during which the Respondent operated the KSD site. Federal or State offices, filings or regulations under which the Respondent has reported information related to other operating sites or operations is not applicable to this Information Request and is outside EPA's scope of authority related to this Information Request. Without waiving these objections, the Respondent is providing the following information.

- 6a. As indicated on an undated document found in the files, the EPA ID for the KSD site was NHD990717647.
- 6b-c. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information regarding correspondence with or reporting to any federal offices during Respondent's operations at the site between 1973 and 1976. However, based on the nature of the operations, it is possible communications were made to federal offices.

6d-e. To Respondent's knowledge, it has no information regarding correspondence with or reporting to any state offices during Respondent's operations at the site between 1973 and 1976. However, based on the nature of the operations, it is likely communications may have been made to departments within the state of New Hampshire or local governments regarding waste disposal permits.

A Chronological Project Summary memo produced by a consultant for the Respondent and dated February 23, 1983 refers to various internal memos and site visits from New Hampshire State offices. These are: State Water Pollution, the Water Supply and Pollution Cont. Commission and the Department of Health & Welfare. This summary memo also refers to a letter from the State of NH dated April 1, 1976 referencing State Order No .2129 which required the site to cease violations of contaminated runoff and take actions prevent future occurrences. None of the actual memos or site inspection reports was found in Respondent's files.

6f - g. See the responses to 6. b-e above.

# Section 7 – Information Concerning Respondent's Association with the Whitney Barrel

7a. – i. Respondent does not have any information responsive to this request. Numerous historic files related to the KSD site as well as the Great Lakes Container Corporation division were reviewed to prepare this response to EPA's Information Request. No references to Whitney Barrel were found in any of the documents reviewed. No contracts, invoices, purchase orders, or other similar records were found that referenced Whitney Barrel in any manner. To Respondent's knowledge, based on the record review completed, there was no relationship of any kind between the KSD site and Whitney Barrell or between GLCC and Whitney Barrell.

## Section 8 – Information About Others

8a-c. Respondent is not aware of any other information concerning the operation of the Site, materials sent to the Site, or other persons that may have additional information related to the Site.

# Section 9 – Compliance With This Request

9a. Respondent states that its review of records has been limited to those now in its possession and control. Respondent has in its possession at the address listed above legal files and documents primarily related to pleadings/correspondence for U.S. v. Ottati & Goss, as well as corporate documents maintained in the ordinary course of business relating to the former GLCC division of IMC.

As stated previously, Respondent has responded to this request by review of documents maintained in historic files. There are no current employees of Respondent who have any direct knowledge about the KSD site or the former GLCC division of IMC. Respondent has made a diligent review of these records and believes the foregoing is complete, true and correct.

Respondent reserves the right to supplement this Information Request if further responsive information is identified.

Sincerely,

James K. Grant

# **EXHIBIT A**

## AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale ("Agreement") dated August 4, 1976, by and between THE 3016 CORPORATION ("Buyer"), a Michigan corporation, and INTERNATIONAL MINERALS & CHEMICAL CORPORATION, ("IMC"), a New York corporation:

#### WITNESSETH:

WHEREAS, Great Lakes Container Division is a segment of the business of IMC and is wholly owned by IMC; and

WHEREAS, INC desires to sell and Buyer desires to purchase the assets of Great Lakes Container Division as hereinafter described.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

#### ARTICLE I

#### DESCRIPTION OF TRANSACTION

## 1.1 PURCHASE AND SALE OF ASSETS OF GREAT LAKES CONTAINER DIVISION

At the closing (as herein defined), but effective as of the close of business on May 31, 1976 (the "Effective Date"), IMC will sell and deliver to Buyer, and Buyer will purchase from IMC all of the assets, as the same shall exist on the Closing Date, of Great Lakes Container Division, of every type and description, real, personal, and mixed, tangible and intantible, including without limitation, except as hereinafter provided in this Section 1.1:

- (a) . The real property described in Exhibit λ to this Agreement;
- (b) The leasehold interests in real property, trucks, computer and other property described in Exhibit B to this Agreement;
- (c) The buildings, plants, fixtures, machinery, production equipment, office equipment, furniture, vehicles and all other tangible personal property, improvements and fixtures;
- (d) The inventories, relating to the Assets on hand at, or in transit to or from, all of the facilities described in Exhibits A and B of this Agreement or other locations on the Closing Date consisting of raw materials, work in process, finished products, packaging and shipping supplies, repair parts and operating supplies, but excluding containers which are in the possession of the Division for servicing and which belong to IMC's customers;
- (e) The contract rights of IMC under all contracts described in Exhibit C to this Agreement, and all other contracts pertaining to the Great Lakes Container Division;
  - (f) The accounts receivable of Great Lakes Container Division;
- (g) Books and records, telephone numbers, rights and claims under insurance policies, customer lists, the registered trademark of Great Lakes Container Division, tradenames; and
- (h) Prepaid assets to the extent the benefit thereof can be transferred to Buyer;

# 1.2 CONSIDERATION FOR PURCHASE

The purchase price to be paid to IMC by Buyer for the Assets shall be Eight Million Four Hundred Six Thousand Eight Hundred Seventy-Four and 00/100 (\$8,406,874.00) Dollars (the "Purchase Price").

IMC and Buyer agree that the allocation of the Purchase Price shall be as set forth in Exhibit E to this Agreement.

# 1.3 CLOSING BALANCE SHEET

IMC has furnished to Buyer, a combined balance sheet of Great Lakes Container Division as at the close of business on May 31, 1976, prepared in accordance with generally accepted accounting principles, such balance sheet being attached hereto as Exhibit F. Such combined balance sheet (herein referred to as the "Closing Balance Sheet") has been certified by Arthur Young & Company, Certified Public Accountants (herein referred to as the "IMC Auditors") as to conformity with generally accepted accounting principles and contains such qualifications as the IMC Auditors have deemed necessary in the circumstances.

# 1.4 PAYMENTS AT CLOSING

In consideration of the sale and delivery to Buyer of the Assets:

- (a) Buyer shall pay to IMC at the Closing, by certified or bank cashier's check, the Purchase Price less:
  - (i) liabilities assumed in the amount of \$250,234.00; and
  - (ii) \$2,986,000.00
- (b) Buyer shall deliver to IMC its \$1,486,000 promissory note in the form provided in Exhibit G to this Agreement and its \$1,500,000 promissory note in the form provided in Exhibit H to this Agreement (said notes being referred to herein as the "Notes"), which said Notes will be secured by mortgages and security agreements in the forms provided in Exhibit I to this Agreement; and
- (c) In addition to the sums set out in (a) and (b) above, Buyer shall pay to IMC at the Closing, interest on the Purchase Price (less \$1,500,000 and less the amount of the credit to be taken by Buyer for liabilities it is assuming as of the Effective Date) at the rate of ten percent (10%) per annum for the period from June 1, 1976 to the Closing Date, and interest on \$1,500,000 at the rate of eight percent (8%) per annum for the period from June 1, 1976 to the Closing Date.

# 1.5 ASSUMPTION OF LIABILITIES

Buyer will assume and agrees to pay, perform and discharge all liabilities of Great Lakes Container Division to the extent reserved for in the Closing Balance Sheet, including, without limitation:

- (a) Current liabilities of Great Lakes Container Division;
- (b) Mortgage obligations under those mortgages described in Exhibit J;

but excluding those specific liabilities of Great Lakes Container Division listed in Exhibit K to this Agreement. In addition thereto Buyer shall assume the following:

(a) Obligations of IMC arising under all contracts, agreements and leases referred to in Section 1.1 (b) and (e) of this Agreement which under the terms of such contracts, agreements and leases were not required to be performed prior to the Closing Date and which do not relate to events occurring prior to the Closing Date;

(b) Obligations of Great Lakes Container Division incurred in the ordinary course of business but not yet reflected on its books;

- (c) Collective bargaining Agreements pertaining to Great Lakes Container Division employees;
  - (d) Raw materials purchase contracts;
  - (e) Product and service sales contracts;
  - (f) Energy supply and utility contracts;
- (g) Undisclosed claims arising out of operations of Great Lakes Container Division known to Irving A. Rubin; and
- (h) Obligations of Great Lakes Container Division for shortages of containers delivered for servicing.

#### ARTICLE II

### CLOSING

## 2.1 TIME AND PLACE

The closing (hereinafter called the "Closing") shall be August 25,1976 or such later date (not later than Sept. 15, 1976) as may mutually be agreed between the parties in writing (herein called the "Closing Date"), provided, however, that the Closing Date may be further extended, but not later than Sept. 20, 1976 if while intending to complete the contemplated financing of approximately \$4,500,000 of the Purchase Price, the party or parties financing Buyer's acquisition require additional time in which to make the necessary funds available.

The Closing will be held at 10 o'clock a.m., Detroit Time, on the Closing Date at the office of Jaffe, Snider, Raitt, Garratt & Heuer, Professional Corporation, 1800 First National Building, Detroit, Michigan, or at such other place as may mutually be agreed between the parties in writing.

### 2.2 EFFECTIVE DATE OF TRANSFER

While the actual transfer of the Assets is to be made at the time of the Closing, such transfer is to be made for accounting purposes as of close of business on May 31, 1976 (the "Effective Date"). It is understood and agreed that in the event the transactions herein contemplated are consummated, such transfer shall be effective as of the close of business on May 31, 1976 and all operations conducted by IMC between the close of business on May 31, 1976 and the Closing shall be deemed to have been conducted for the account of Buyer, and Buyer shall be entitled to all profits and shall bear all losses resulting from such operations as well as to all properties and assets acquired for or on behalf of Great Lakes Container Division during such period. A separate post-closing accounting of operations between the Effective Date and the Closing shall be prepared in such manner and at such time as shall be determined by IMC and Buyer.

### 2.3 TRANSACTIONS AT CLOSING

At the Closing, Buyer shall deliver to IMC the consideration provided by Section 1.4 of this Agreement, and IMC shall deliver to Buyer all necessary and appropriate conveyances and documents to transfer all of its interest and title in and to the property and Assets to be transferred.

#### . ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF IMC

IMC represents and warrants that:

# 3.1 ORGANIZATION AND GOOD STANDING

IMC is a corporation duly organized and existing and in good standing under the laws of the State of New York and is qualified to do business and is in good standing as a foreign corporation in Michigan, Rhode Island, New Hampshire, Missouri, Kansas and Oklahoma. There are no dissolution, liquidation or bankruptcy proceedings pending, contemplated by or, to the knowledged of IMC, threatened against IMC.

# 3.2 CORPORATE POWER AND AUTHORITY

IMC has the corporate power to:

- (a) Own or lease the assets being sold to Buyer and to conduct the business of Great Lakes Container Division in Michigan, Rhode Island, New Hampshire, Missouri, Kansas and Oklahoma; and
- (b) Enter into and carry out the terms of this Agreement. All corporate proceedings have been taken and all corporate authority has been secured which are necessary to authorize the execution, delivery and performance of this Agreement. When executed and delivered, this Agreement will constitute a valid and binding obligation of IMC enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy or other laws of general application affecting creditors' rights.

## 3.3 TITLES TO ASSETS TRANSFERRED .

- (a) IMC has delivered to Buyer Exhibits A and B which constitute descriptions of all real estate and leasehold interests in real property of Great Lakes Container Division. Exhibits A and B also include a true and correct legal description of all real property and leasehold interests therein listed, and summarizes all liens, encumbrances, easements, reservations, restrictions, licenses, claims, defaults, defects and other matters affecting IMC's title or interest in any and all of the real estate and leasehold interests listed therein.
- (b) IMC will execute, acknowledge and deliver to Buyer on the Closing Date good and sufficient warranty deeds, bills of sale, with covenants of warranty, endorsements, assignments and other good and sufficient instruments of sale, conveyance, transfer, and assignment in form and substance reasonably satisfactory to Buyer's counsel in order to effectively vest in Buyer good, indefeasible and marketable title to the Assets, free and clear of all security interests, liens, enbumbrances, mortgages, deeds of trust, pledges, equity charges, conditional sale interests or other title retention agreements, assessments, covenants, restrictions, reservations, encroachments, commitments, obligations, liabilities and other burdens of every nature, whether or not the same constitute a lien or render said title unmarketable, except those specifically provided for in this Agreement or the Exhibits to this Agreement and shall deliver to Buyer all the files, documents, papers, agreements, books of account and records pertaining to the business of Great Lakes Container Division (other than corporate seal, minute books and stock records) which Buyer shall keep available for inspection and use by IMC on reasonable notice if same are required for income tax audit or other purposes.

# 3.4 LEGAL PROCEEDINGS

Except as listed in Exhibit L, there is no suit, action or legal, administrative, arbitration or other proceeding pending or, to the knowledge of IMC and not known to Irving A. Rubin, threatened against IMC relating to the Assets nor any condemnation proceedings pending or, to the knowledge to the Assets not known to Irving A. Rubin, any investigation of Great Lakes of IMC and not known to Irving A. Rubin, any investigation of Great Lakes container Division or of the Assets being conducted by any governmental authority or agency.

# 3.5 PERFORMANCE OF AGREEMENT

IMC is not now in default of, and the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by IMC will not result, to any extent which would affect Buyer's title to or operation of the Assets, in any breach or violation of, or default under, its Articles of Incorporation, By-Laws, or any mortgage, agreement or other instrument to which IMC is a party or by which it or any of its Assets are bound or any judgment, order, writ, injunction or decree applicable to IMC or, to the knowledge of IMC, any law, governmental rule or regulation or, to IMC's knowledge, require the consent or approval of, any federal, state, municipal or other governmental authority, provided that no representation is made with respect to the application of anti-trust laws or other laws or regulations dealing with competition or restraints of trade.

# 3.6 COLLECTIVE BARGAINING

IMC has delivered to Buyer Exhibit M, which exhibit constitutes a schedule of all collective bargaining agreements to which IMC is a party affecting or relating to the Assets. Except as disclosed in Exhibit M, to IMC's knowledge there are no material disputes presently subject to any grievance procedure, arbitration or litigation under those contracts or any material default under any such agreements, or any event which by passage of time will become a material default, by IMC or any other party thereto. To IMC's knowledge, there are no strikes, lockouts, work stoppages, slowdowns, jurisdictional disputes or organized activity occurring or threatened with respect to Great Lakes Container Division.

## 3.7 LIMITATION ON REPRESENTATIONS AND WARRANTIES

Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that IMC is not representing or warrantying, or in any other manner guarantying, the collectibility of any of the accounts receivable sold to Buyer by IMC pursuant to this Agreement and that IMC is not representing or warrantying the physical condition or quality of any of the machinery, equipment, vehicles or inventory which is being sold to Buyer by IMC pursuant to this Agreement.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES BY BUYER

Buyer represents and warrants that:

# 4.1 ORGANIZATION

Buyer is a corporation duly organized, validly existing and in good standing under the laws of Michigan, and Buyer has the corporate power to own its properties and to carry out its business.

# 4.2 CORPORATE AUTHORITY; NO CONFLICT

When approved by the Board of Directors of Buyer, the execution, delivery and performance of this Agreement by Buyer, and the consummation of trans-

actions contemplated hereunder, including the execution, delivery and performance by Buyer of the Notes and mortgages referred to in Section performance by Buyer of the Notes and mortgages referred to in Section 1.4(b) of this Agreement, will not violate or result in any breach or violation of or default under, any of the provisions of the Certificate of Incorporation or By-Laws of Buyer or the provisions of any indenture, of Incorporation or other instrument to which Buyer is a party or by mortgage agreement or other instrument to which Buyer is a party or by which any of Buyer's assets are bound or any judgment, order, writ, which any of decree applicable to Buyer or, to the knowledge of Buyer, injunction or decree applicable to Buyer or, to the knowledge of Buyer, any law, governmental rule or regulation, or to the knowledge of Buyer, require the consent or approval of, any federal, state, municipal or other governmental authority.

# 4.3 MISSTATEMENT OR OMISSION

No representation or warranty of Buyer in this Agreement or in any document, statement, certificate, schedule or exhibit furnished or to be furnished IMC by Buyer pursuant to or in connection with this Agreement and the transactions contemplated hereby contains or will contain any untrue statement of a material fact.

#### ARTICLE V

#### COVENANTS OF INC

IMC covenants that from the date of this Agreement until the Closing Date:

# 5.1 CONDUCT OF BUSINESS

IMC shall, until the Closing Date, conduct the ordinary business of Great Lakes Container Division in a reasonable manner and will not, without the prior written consent of Buyer, enter into any extraordinary transactions affecting the Assets, and will use its best efforts to preserve such business organization intact, to keep available the present employees of Great Lakes Container Division and to preserve its relationships with suppliers, customers and others having business relationships with Great Lakes Container Division. Other than sales in the ordinary course of its business, INC will not transfer, encumber or assign its interest in any of the Assets without the prior written approval of Buyer.

#### 5.2 MAINTENANCE OF PROPERTY

IMC will use its best efforts to preserve and maintain the Assets being sold hereby in good operating condition and repair, subject only to ordinary wear and tear occurring in the ordinary course of business.

# 5.3 INSURANCE

IMC has delivered to Buyer Exhibit N, a true and complete list of policies of fire, liability and other insurance in effect on the date hereof relating to the Assets. IMC will maintain such policies listed in Exhibit N in full force and effect up to and including the Closing Date and any and all of such insurance coverage shall enure to the benefit of Buyer with respect to any losses or claims arising as a result of events occurring during the period from the Effective Date to the Closing Date.

# 5.4 INCREASES IN COMPENSATION

IMC will not, without the prior written consent of Buyer, grant any increases in rates of pay to salaried employees of Great Lakes Container Division receiving an aggregate remuneration of more than \$20,000 per annum or to hourly employees of Great Lakes Container Division or make any increase in other benefits to which such employees may be entitled, except increases required by existing collective bargaining contracts.

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# 5.5 NEW CONTRACTS

IMC will not enter into any new contracts in respect of Great Lakes Container Division involving an amount exceeding \$100,000 or involving performance over a period in excess of twelve (12) months without the prior written consent of Buyer.

# 5.6 MAKE INFORMATION AVAILABLE

IMC will make available for inspection by Buyer the originals and true copies of all deeds and documents of title, all contracts and agreements to which IMC is a party relating to Great Lakes Container Division, permit Buyer and Buyer's authorized representatives to have full access to all properties, records and documents and furnish to Buyer such financial and other information with respect to Great Lakes Container Division as Buyer may from time to time reasonably request; provided, however, that any furnishing of such information to Buyer or any making by Buyer of such investigation shall not affect the right of Buyer to rely upon the representations and warranties of IMC in this Agreement; except that should Buyer, in the course of these investigations, acquire actual and specific knowledge of any facts inconsistent with the representations and warranties of IMC hereunder, then Buyer shall have the cuty to promptly notify IMC of such facts so that INC shall have the opportunity to cure any claimed breach of warranties or representations resulting therefron prior to the Closing Date.

## 5.7 WAIVER OF LIENS

IMC covenants and agrees to waive any and all sellers' and other liens of any kind whatsoever which it might have with respect to or against any and all property being sold hereby, excepting only such mortgages as are provided for by Section 1.4(b) of this Agreement.

#### 5.8 EMPLOYEE BENEFITS

With respect to employees of IMC whose principal duties relate to Great Lakes Container Division and who enter the employ of Buyer immediately following the Closing on Closing Date:

- (a) Pension benefits which shall have accrued up to Closing Date under IMC's Salaried Employees Retirement Plan and under IMC's Hourly Employees Retirement Plan shall be fully vested, and IMC will purchase single-premium annuities for the value of such pension benefits; or provide the employees with certificates of equal worth for the value of such pension benefits.
- (b) Under the retirement plan proposed to be established respecting hourly employees of Great Lakes Container Division at the Pontiac, Michigan plant, who are members of Sheet Metal Workers International Association, Local Union Number 566, at such time as the said plan is established and a trustee qualified thereunder, IMC agrees to pay to the said trustee a sum equal to ten cents (10%) per hour for each hour worked by each such employee of IMC from May 1, 1976 to the Closing Date;
- (c) Each such employee who is a participant in IMC's Employee Investment Plan shall be fully vested as of the Closing Date and paid directly the amount of his account in the Plan;
- (d) IMC shall pay directly to each salaried employee and non-union hourly employee vacation pay accrued with respect to such employee as of the Effective Date; and
- (e) IMC agrees to pay any severance pay due under IMC's severance policy to any present salaried employee of Great Lakes Container Division terminated by Buyer within 180 days after the Closing Date for any reason other than cause.

#### ARTICLE VI

#### COVENANTS OF BUYER

# AFFIRMATIVE COVENANTS OF BUYER

so long as the Notes shall remain unpaid, Buyer shall, unless IMC thall otherwise consent in writing:

- (a) Payment of taxes, etc: Pay and discharge all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any of the Assets, prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid, might become a lien or charge upon any of the Assets, provided that Buyer shall not be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by proper proceedings;
- (b) Maintenance of Insurance: Maintain insurance with responsible and reputable insurance companies or associations covering all risks in form and amount reasonably satisfactory to IMC;
- (c) Compliance with laws, etc: Comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, (noncompliance of which would materially adversely affect Buyer's business or credit) in the general manner customarily followed by the Great Lakes Container Division prior to the Closing Date, provided, that Buyer shall not be required to so comply if it is contesting same in good faith and by proper proceedings;
- (d) Maintenance of Assets: Maintain and preserve all of the Assets in similar working order and condition, ordinary wear and tear excepted as is customarily followed by the Great Lakes Container Division prior to the Closing Date;
- (e) Provide IMC with audited financial statements pertaining to the container business within ninety (90) days of the closing of Buyer's fiscal year; and
- (f) In the event of the sale, assignment or disposition prohibited by Section 6.2(b) of any of the Assets, the proceeds of such sale, assignment or disposition shall be applied pro rata by Buyer to repayment of the indebtedness incurred by Buyer to finance the Purchase Price and to repayment of the Notes referred to in Section 1.4(b).
- (g) All employees of IMC (other than employees who are receiving disability or sick benefits) whose principal duties relate to Great Lakes Container Division shall become employees of Buyer on the Closing Date.
- (h) Purchaser agrees that as soon after the Closing Date as possible it will have prepared and adopted a Pension Plan covering the employees at the Pontiac, Michigan location represented by "Sheet Metal Workers International Association, Local Union No. 566" which pension plan will provide for a contribution for each covered employee of \$.10 per hour.

# 6.2 NEGATIVE COVENANTS OF BUYER

So long as the Notes shall remain unpaid, Buyer will not, without the prior written consent of IMC:

(a) Liens, etc: Create, incur, assume or suffer to exist any mortgage, deed or trust, pledge, lien, security interest, or other charge or encumbrance of any nature, upon or with respect to any of the Assets except that the foregoing restrictions shall not apply to mortgages, deeds of trust, pledges, liens, leases, security interests or other charges or encumbrances:

- (i) For taxes, assessments or governmental charges or levies on the assets if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings;
  - (ii) Existing on the date hereof or the Closing Date; or
- (iii) Arising in connection with the indebtedness to be incurred by Buyer as described in Exhibit O hereto, or for subsequent refinancing of said indebtedness, provided that the sum so refinanced does not exceed the permitted indebtedness, as provided in the Notes, Exhibits G and H to this Agreement.
- (b) Sale, etc., of the Assets: Sell, assign, lease or otherwise dispose of any of the Assets, without the prior written consent of IMC, except in the ordinary course of business or as a result of (1) the direct or indirect condemnation (or settlement of threatened or actual condemnation proceedings) of that portion of the Assets used in St. Louis, Missouri; or (2) the consolidation of the present operations carried on in the State of Michigan into fewer locations;
- (c) Pay any dividends of any kind in cash or in kind, or make any capital redemption of any kind, with respect to the Assets and the business described herein.

#### ARTICLE VII

#### CONDITION OF BUYER'S OBLIGATIONS

The obligations of Buyer to purchase the Assets are expressly conditioned in the satisfaction of the following conditions:

REPRESENTATIONS AND WARRANTIES TRUE AND CORRECT ON CLOSING DATE

Except as to changes contemplated under or except as specifically wided by this Agreement, all representations and warranties of IMC tained in this Agreement, shall be true and correct in all material mets on and as of the Closing Date, with the same force and effect as mugh such representations and warranties had been made on and as of the using Date; provided, however, that misrepresentations or breaches of tranty which do not result in any financial cost or expense to Buyer or not deprive Buyer of the use and benefit of any portion of the Assets all not be deemed to be material for purposes of this section.

## COMPLIANCE WITH COVENANTS

IMC shall have fully complied with all covenants stated in Article V reof which by their terms are performable on or prior to the Closing te, and shall have performed all acts required by this Agreement to be rformed by IMC on or prior to the Closing Date and IMC shall have delivered Buyer its certificate, dated as of the Closing Date and signed by IMC, the effect stated in Sections 7.1 and 7.2.

# 3 REQUIRED CONSENTS AND ASSIGNMENTS

Written consents in form and content satisfactory to counsel for Buyer all have been obtained to the assignment of all leases, claims, contracts, d licenses. With respect to any other contracts, leases, claims, licenses, rmits and rights as to which Buyer reasonably requests written consent assignment within three months after Closing, IMC will secure such ments in form and content satisfactory to counsel for Buyer with respect the specific agreements and within the specific time periods noted in hibits B and C to this Agreement.

# 4 OPINION OF INC'S COUNSEL

0030-0023

Buyer shall have received from counsel for IMC an opinion in form and bstance satisfactory to Buyer and dated the Closing Date, to the effect at:

- (a) IMC is a corporation duly organized and existing and in good standing under the laws of the State of New York and is qualified to do business and is in good standing as a foreign corporation under to do business and is in good standing as a foreign corporation under to do business and is in good standing as a foreign corporation under to do business and is in good standing as a foreign corporation. Kansas the laws of Michigan, Rhode Island, New Hampshire, Missouri, Kansas and Oklahoma;
- (b) IMC has full corporate power and authority to enter into and carry out the terms of this Agreement and to convey, assign, transfer and deliver the Assets as herein provided;
- (c) All corporate and other proceedings required to be taken by or on th part of IMC to authorize it to carry out this Agreement and to convey, assign, transfer and deliver the Assets as herein provided have been duly and property taken;
- (d) The instruments of transfer and conveyance tendered to Buyer are sufficient to vest in Buyer such title or interest to all of the Assets being transferred as was vested in IMC immediately prior to the delivery thereof;
- (e) This Agreement has been duly authorized, executed and delivered and assuming its due authorization, execution and delivery by Buyer, constitutes a valid and binding obligation of IMC enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy or other laws of general application affecting creditors' rights;
- (f) Neither the execution nor delivery of the Agreement nor the consummation by IMC of the transactions herein contemplated nor the fulfillment by IMC of the terms, conditions or provisions hereof conflicts with, or results in a material breach of or constitutes a default under any of the terms, conditions or provisions of:
  - (i) The Articles of Incorporation or By-Laws of IMC, or
  - (ii) To the knowledge of such counsel, of any mortgage, agreement, instrument or court decree to which IMC is a party;
- (g) Nothing has come to counsel's attention which would indicate, and counsel has not been advised that the exhibits and schedules to the Agreement or the representations, warranties and covenants of IMC contained herein, as of the Closing Date contain any untrue statement of a material fact; provided, however, that counsel need make no investigation and may so qualify its opinion and need not render any opinion with respect to financial statements, notes to financial statements or other financial data contained thereon. In rendering its opinion, counsel for IMC may rely upon a certificate of an officer of IMC as to agreements to which IMC is a party and as to other factual matters and upon opinions of other counsel satisfactory to Buyer and as to Section 7.4(g) hereof, counsel for IMC need not render any opinion with respect to laws or regulations, decrees, judgments or orders relating to environmental pollution, occupational safety and health or with respect to the application of anti-trust laws or other laws or regulations dealing with competition or restraint of trade.

# 7.5 DAMAGE OR DESTRUCTION OF PLANT OR PROPERTY

IMC shall not have suffered, at or prior to the Closing Date, material loss or damage to any plant or property to be sold hereby which, in the spinion of the Buyer, substantially impairs the operability or value thereof (provided, however, that Buyer may waive this condition and elect to accept the insurance proceeds in lieu of such plant or property), and shall not at the Closing Date be engaged in or threatened with any suit, action, legal, administrative, arbitration or other proceedings, the adverse sutcome of which would materially and adversely affect the value of the lassets, whether or not covered by insurance.

# 7.6 DOCUMENTS AND ASSISTANCE PROVIDED

IMC shall have provided Buyer with such information and assistance and shall have provided Buyer with access to such information, documents and shall have reasonably requested. and premises and properties as Buyer shall have reasonably requested.

# 7.7 CORPORATE RESOLUTION

IMC shall deliver to Buyer a certified copy of the resolution of its board of directors authorizing the execution of this Agreement and all transactions contemplated hereby, certified to as of the Closing Date by the secretary or an Assistant Secretary of IMC.

# 7.8 UNION NOTICES AND SUCCESSION AGREEMENTS

IMC shall have delivered the notices and obtained the respective succession Agreements, each as provided in Exhibit M to this Agreement.

#### ARTICLE VIII

## CONDITIONS OF IMC'S OBLIGATIONS

The obligations of IMC under this Agreement are subject to the satisfaction of the following conditions:

# 8.1 REPRESENTATIONS AND WARRANTIES TRUE AND CORRECT ON CLOSING DATE

All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, except as to changes contemplated under or except as specifically provided for herein; provided however, that misrepresentations or breaches of warranties which do not result in any financial cost or expense to IMC shall not be deemed to be material for purposes of this section.

# 8.2 CERTIFICATE OF BUYER

Buyer shall have delivered to IMC its certificate, dated as of the Closing Date and signed by Buyer, to the effect stated in Section 8.1.

### 8.3 OPINION OF BUYER'S COUNSEL

IMC shall have received from Jaffe, Snider, Raitt, Garratt & Heuer, Professional Corporation an opinion dated the Closing Date to the effect that:

- (a) Buyer is a corporation duly organized and validly existing in good standing under the laws of the State of Michigan and has the power under its Certificate of Incorporation and By-Laws and such laws to own its properties and to carry on its business as now being conducted; and
- (b) This Agreement has been duly authorized and executed by Buyer and is a valid and binding obligation on Buyer in accordance with its terms, except as such enforcement may be limited by bankruptcy or other loss of general application affecting creditors' rights, and consummation of the transactions contemplated hereby does not conflict with and will not result in a breach of or the creation of a lien under the Certificate of Incorporation or By-Laws of Buyer or of any indenture, agreement or other instrument known to such counsel to which Buyer is a party or by which it is bound.

# 8.4 COMPLIANCE WITH COVENANTS

Buyer shall have fully complied with all covenants and shall have performed all acts required by this Agreement to be performed by Buyer which are by the terms of this Agreement performable on or prior to the

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Closing Date.

# 8.5 CORPORATE RESOLUTION

Buyer shall deliver to IMC a certified copy of the resolution of its Buyer authorizing the execution of this Agreement and all trans-board of contemplated hereby, certified to as of the Clark board of discontemplated hereby, certified to as of the Closing Date by the actions or an Assistant Secretary of Buyer actions or an Assistant Secretary of Buyer. Secretary

#### ARTICLE IX

## FURTHER ASSURANCES

At any time and from time to time after the Closing Date, upon the request of the Buyer, IMC will do, execute, acknowledge and deliver or the request to be done, executed, acknowledged and delivered all such further will cause to be done, executed, acknowledged and delivered all such further will cause deeds, assignments, transfers, conveyances, powers of attorney and facts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better assigning, transferring, assurance, conveying, assuring and confirming to Buyer and its assigns, granting, conveying, assuring and confirming to Buyer and its assigns, granting, and assisting in collecting and reducing to possession, the Assets.

#### ARTICLE X

#### TER-INATION OF THIS AGREEMENT

# 10.1 AUTOMATIC TERMINATION

This Agreement shall be terminated if the Closing has not taken place within the time period set forth in Section 2.1.

# 10.2 TERMINATION BY IMC OR BUYER

Either IMC or Buyer may, at its option, terminate this Agreement at any time prior to the Closing, in the event that the United States Department of Justice, the United States Federal Trade Commission or other governmental bodies, or any third parties takes any action with respect to the transactions contemplated hereby raising the reasonable possibility, in the opinion of counsel for either IMC or Buyer, that it will commence an action or proceeding to prevent the consummation of this Agreement or to require Buyer to divest itself of any of the Assets being acquired hereby. Neither IMC nor Buyer, however, will exercise such option to terminate prior to the earlier of:

- (a) 30 days from the date of such action, or
- (b) The date upon which a lawsuit relating to the transaction is filed by the Federal Trade Commission, the Justice Department, or a third party.

IMC and Buyer shall consult forthwith in the event either becomes aware of any such action.

# 10.3 MUTUALLY ACCEPTABLE TERMINATION

Notwithstanding any other provision hereof, this Agreement may be terminated at any time prior to the Closing Date by mutual consent of IMC and Buyer.

# 10.4 EACH PARTY TO BEAR ITS OWN EXPENSES

In the event of any termination of this Agreement for any reason other than breach thereof by a party, each party shall bear all expenses incurred by it in connection with this Agreement, and neither party shall have any liability of any kind to the other party with respect to any matter arising out of this Agreement.

10.5 CONSENT OF IMC

The consent of IMC, whenever required under this Agreement, shall not be unreasonably withheld.

#### ARTICLE XI

#### MISCELLANEOUS

# 11.1 NOTICE

Any notice or request required or provided by this Agreement shall be given in writing and be personally delivered, mailed by registered or certified mail or given by Telex confirmed by registered or certified mail, addressed to:

- If IMC: International Minerals & Chemical Corporation, IMC plaza, Libertyville, Illinois 60048, Attention: John R. Taylor, vice President, General Counsel and Secretary
- If Buyer: Irving A. Rubin, 10401 Lyndon, Detroit, Michigan 48238, with a copy to Jaffe, Snider, Raitt, Garratt & Heuer, Professional Corporation, 1800 First National Building, Detroit, Michigan 48226, Litention: Ira J. Jaffe

such notice shall be deemed given upon receipt thereof at the address by the party above stated or at any other address specified by such party in writing.

# 11.2 PARTIES IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns but shall not be assignable by either party without the written consent of the other party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.

### 11.3 INTEGRATION

This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior understandings, agreements, contracts, or other documents.

## 11.4 SURVIVAL OF OBLIGATIONS AND ADDITIONAL COVENANTS AND WARPANTIES

All representations, warranties and covenants made by Buyer in this Agreement or pursuant thereto shall survive the Closing.

## 11.5 INTERPRETATION

This Agreement shall be construed in accordance with the laws of the State of Illinois. The titles of the articles and sections have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of this Agreement.

# 11.6 BROKERAGE FEES

Neither party to this Agreement has employed a broker, finder, or agent nor has any of them otherwise incurred any brokerage fee, finder's fee, or commission with respect to the transactions contemplated by this Agreement, and neither party has otherwise dealt with anyone purporting to act in the capacity of a finder or a broker with respect thereto whereby

either party may be responsible for or obligated to pay such a fee or commission or any portion thereof.

# 11.7 REMEDIES NOT EXCLUSIVE

No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be to be exclusive and shall be in addition to every other remedy given hereunder cumulative and shall be in addition to every other remedy given hereunder cumulative are existing. The election of any one or more remedies or now or hereafter existing. The election of any one or more remedies shall not constitute a waiver of right to pursue other available remedies.

# 11.8 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

# 11.9 WAIVER

No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof except as may be otherwise specifically provided or contemplated by the terms of this Agreement. Nor shall the waiver of any right, power or privilege hereunder preclude any further exercise of the right, power or privilege or the exercise of any other right, power or privilege.

# 11.10 INSURANCE PAYMENT

Buyer shall pay to IMC, on the Closing Date, for insurance coverage provided for the period between the Effective Date and the Closing Date an amount based upon the insurance charges during the eleven month period ended May 31, 1976.

# 11.11 SALES TAXES, RECORDATION FEES AND DOCUMENTARY TAXES

IMC agrees to pay all sales, transaction, transfer or use taxes assessed in connection with the transfer of the Assets. Buyer agrees to pay all recording fees and documentary taxes relating to transfer of titles to the Assets.

# 11.12 BULK TRANSFER LAWS

Buyer waives compliance by IMC with any applicable bulk sales laws and IMC agrees to indemnify Buyer with respect to any liability thereunder.

## 11.13 TITLE INSURANCE

IMC shall deliver to Buyer, at IMC's cost, title insurance with respect to all real property interests being sold hereby.

### 11.14 AUDIT OF BUYER'S BOOKS

So long as an independent audit of Buyer's books is performed, Buyer shall require such auditor to provide IMC with a certificate of compliance with the terms of payment of the promissory note delivered by Buyer. In the event Buyer does not have an independent audit, IMC shall have the right to audit, or to engage independent auditors to audit, Buyer's books during the ten-year term of such Note and in conjunction therewith to make reasonable inquiries with respect thereto of Buyer's employees.

# 11.15 INDEMNIFICATION BY IMC

Subject to the limitations hereinafter provided, IMC shall indemnify and hold Buyer harmless against and will reimburse Buyer on demand for any payment made by Buyer for any damages or injury suffered by Buyer at any time after the Closing Date in respect of:

- (a) Any and all liabilities and obligations of and claims against INC not expressly assumed by Buyer pursuant to the provisions of Section 1.5 hereof;
- (b) Any and all damages or defidicney resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement
  on the part of IMC under this Agreement or resulting from any mison the part of or omission from any certificate, schedule, list,
  representation in or omission from any certificate, schedule, list,
  representation of other instrument to be furnished by IMC to Buyer under
  this Agreement;
- (c) Any and all liabilities resulting from claims by third parties of breach of warranty with respect to products delivered by Great Lakes Container Division prior to the Closing Date;
- (d) Any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, incident to any of the foregoing;
- (e) Any claim for brokerage or other commission relative to this Agreement or to the transactions contemplated hereby arising out of any agreement or commitment made by IMC.

With respect to any claims asserted against Buyer by any third party as to which IMC has agreed to indemnify and hold Buyer harmless under Section 11.15, Buyer shall advise IMC of the commencement of any action with respect thereto and tender the defense of said action to IMC, for conduct thereof at IMC's expense. Should IMC decline to defend such action, Buyer may defend such action at the expense of IMC, including reasonable attorneys' fees.

provided, however, that Buyer shall only be entitled to assert its right of indemnification under Section 11.15 with respect to losses, damages and expenses suffered by Buyer which in the aggregate exceed the sum of \$2,500 and to which Buyer gives IMC written notice within four (4) years of the Closing Date. In case any event shall occur which would entitle Buyer to a right of indemnification hereunder, no loss, damage or expense shall be deemed to have been sustained by Buyer to the extent of tax savings realized by Buyer as a result of the event giving rise to such right of indemnification, after taking into account any taxes payable by Buyer on any amount paid by IMC to Buyer in satisfaction of any claim.

### 11.16 INDEMNIFICATION BY BUYER

Buyer shall indemnify and hold IMC harmless against and will reimburse IMC for any payment made by IMC for any damages or injuries suffered by IMC at any time after the Closing Date in respect of:

- (a) Any and all liabilities and obligations of and claims against INC expressly assumed by Buyer pursuant to Section 1.5 hereof;
- (b) Any and all liabilities and claims arising under any contract, agreement or lease assigned to Buyer under Sections 1.1(b) and 1.1(g) and arising out of the activities of Buyer with respect thereto subsequent to the Closing Date;
- (c) Any and all damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of the Buyer under this Agreement or resulting from any misrepresentation in or omission from any certificate furnished or to be furnished by Buyer to IMC under this Agreement;
  - (d) Any and all actions, suits, proceedings, demands, assessments,

judgments, costs and expenses, including reasonable attorneys' fees, incident to any of the foregoing;

- (e) Any claim for brokerage or other commission relative to this Agreement or to the transactions contemplated hereby arising out of any agreement or commitment made by Buyer, including expenses of legally defending against any such claim;
- (f) With respect to any claims asserted against LMC by any third party relating to:
  - (i) Any liabilities or obligations of LMC expressly assumed by Buyer hereunder or
  - (ii) Any claim arising out of the activities of Buyer or its conduct of the business or ownership of the Assets being transferred hereby subsequent to the Closing Date.

IMC shall advise Buyer of the commencement of any action with respect thereto and tender the defense of such action to Buyer for conduct thereof at Buyer's expense. Should Buyer decline to defend such action, IMC may defend such action at the expense of Buyer, including reasonable attorneys' fees.

provided, however, that IMC shall only be entitled to assert its rights of indemnification under Section 11.16 with respect to losses, damages and expenses suffered by IMC which in the aggregate exceed the sum of \$2,500 and of which IMC gives Buyer written notice within four (4) years of the Closing Date. In case any event shall occur which would entitle IMC to a right of indemnification hereunder, no loss, damage or expense shall be deemed to have been sustained by IMC to the extent of tax savings realized by IMC as a result of the event giving rise to such right of indemnification, after taking into account any taxes payable by IMC on any amounts paid by Buyer to IMC in satisfaction of any claim.

## 11.17 IMC SERVICES

IMC agrees to provide Buyer, without charge, consultation services of its departments and employees who have provided information, advice or planning to Great Lakes Container Division with respect to (a) state or federal (OSHA) safety requirements and (b) state or federal, air or water pollution requirements for a period of 24 months from and after the Closing Date. IMC further agrees to provide, without charge, computer services to Buyer with respect to the depreciation of asset programs now being used by the Great Lakes Container Division.

## 11.18 BOOKS AND RECORDS

IMC and Buyer hereby acknowledge that each may now have, or may have in the future, books, schedules, agreements or other records with respect to the Great Lakes Container Division which may be important to the other for the tax, reporting or other purposes. Each of said parties shall make available to the other, upon reasonable request, access to all and any of such items and shall provide to the other (subject to the direct copying costs therefor) copies thereof.

# INSURANCE SUBSEQUENT TO CLOSING

At the closing, IMC shall provide Buyer with a binder or binders 11.19 At the Cluster Company or companies acceptable to Buyer providing drawn by an insurance coverage, Comparable to the course drawn by an insurance coverage, comparable to the coverage offered by the Buyer with insurance coverage, comparable to the coverage offered by the policies listed on Exhibit N, for a period of ninety (90) days from and policies listed date at an aggregate maximum cost of the closing date at an aggregate maximum cost of the closing date at an aggregate maximum cost of the closing date at an aggregate maximum cost of the closing date at an aggregate maximum cost of the closing date at an aggregate maximum cost of the coverage. policies listed on an aggregate maximum cost of \$75,000. In those after the closing date at an aggregate maximum cost of \$75,000. In those after the clusting definitions, INC shall either cause a binder or binders areas where INC self-insures, Company or compa areas where the areas for the said acceptable to Buyer to be written by an areas for the said ninety (90) day period and insuring the Buyer in such areas for the said ninety (90) day period and insuring the buyer in such distances from and ninety (90) day period and within the \$75,000 maximum cost, or IMC, at the closing, shall agree to within the wind hold Buyer harmless from any liability it may incur as a indemnify and hold Buyer harmless from any liability it may incur as a indemnify and hold bujot inclinated the any of said areas. At the end of the result of an occurrence within any of said areas. At the end of the ninety (90) day period covered by the binder or binders heretofore ninety (90) the chall arrange for insurance for insuranc ninety (30) buy postable arrange for insurance contracts to be written by referred to, IMC shall arrange for insurance contracts to be written by referred to, and any or companies acceptable to Buyer providing insurance an insurance company or companies acceptable to Buyer providing insurance an insurance coverage offered by the policies listed coverage comparable to insurance coverage offered by the policies listed coverage to M and insuring Buyer in areas where IMC has heretofore been in Exhibit N and insuring Buyer in areas where IMC has heretofore been in Exhibit a did instruction of one year, at an aggregate fixed cost self-insured, for a period of one year, at an aggregate fixed cost of \$400,000.

# 11:20 EXERCISE OF OPTION TO PURCHASE PROPERTY IN ST. LOUIS MISSOURI

At the time of closing or within 120 days thereafter, Buyer shall exercise the option (the "Option") granted to the lessee under the lease (the "Lease") described in Item 12 of Exhibit B to purchase the real property covered by the Lease (the "Leased Premises"). The Option shall be exercised pursuant to the terms and conditions set forth in Article XVIII of the Lease as it has been from time to time amended.

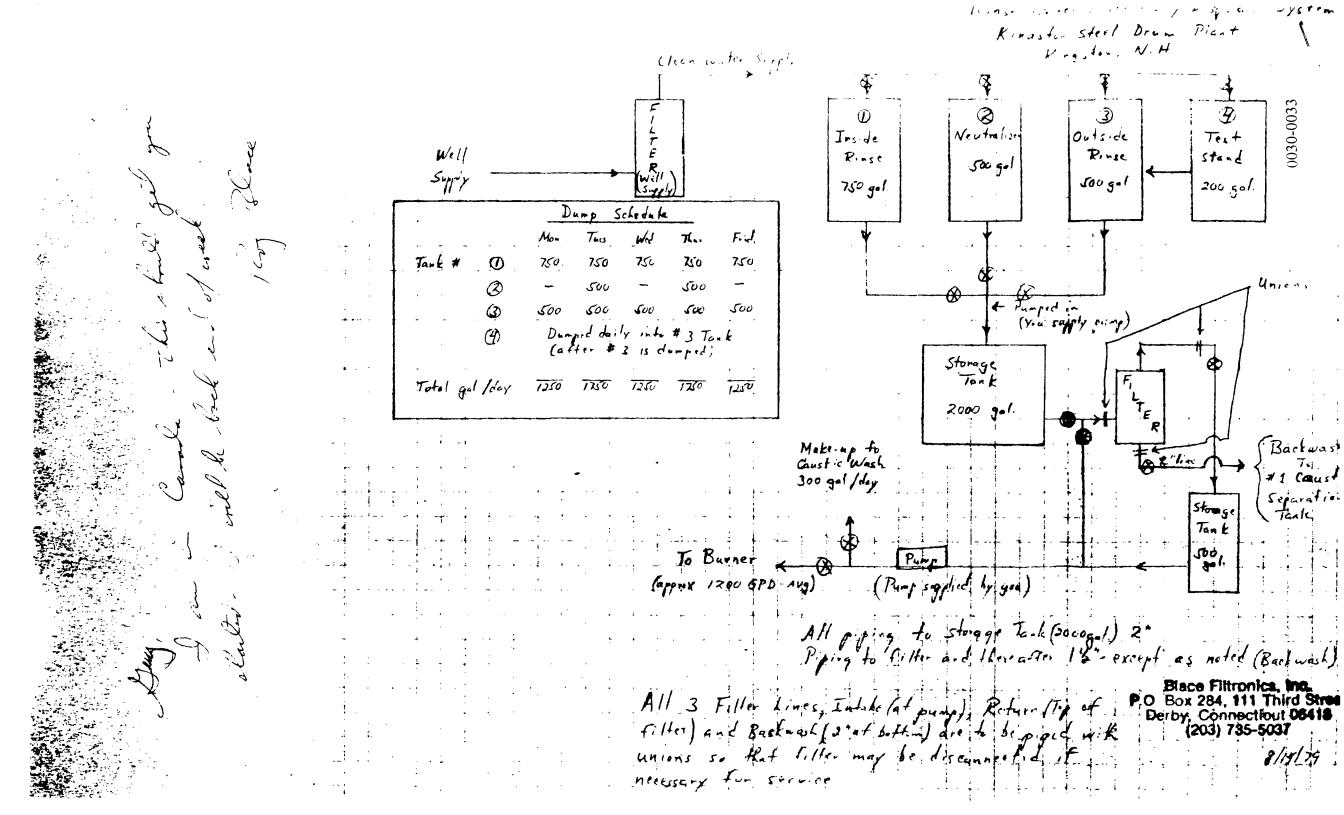
At the time the Buyer exercises the Option, TAC shall advance to Buyer the sum of \$650,000 and Buyer shall, at that time, deliver to DIC its promissory note (the 'Note') for the principal sum of \$650,000. The Note shall provide that no interest shall accrue thereon nor shall principal payments be due thereon for a period of five (5) years. If during said five year period Buyer receives a condemnation award as a result of the entire Leased Premises being condemned, or the Buyer receives proceeds from the purchase of the entire Leased Premises in lieu of condemnation, at the time Buyer receives such award or the proceeds from such a sale, Buyer shall deposit in escrow a certificate of deposit of a bank (acceptable to EXC) or United States Government paper, due on or before the expiration of said five year period, in the amount of \$650,000 to secure the repayment of the Note. All interest on said escrow shall be payable to Buyer. In the event that Buyer does not receive said award or proceeds in lieu thereof, the Note shall be in the extended at the end of said five year period for an additional term of five years; during which time twenty (20) equal quarterly payments of principal, plus interest thereon at the rate of To per annum, shall be required. The Note shall be secured by a first mortgage covering the Leased Premises.

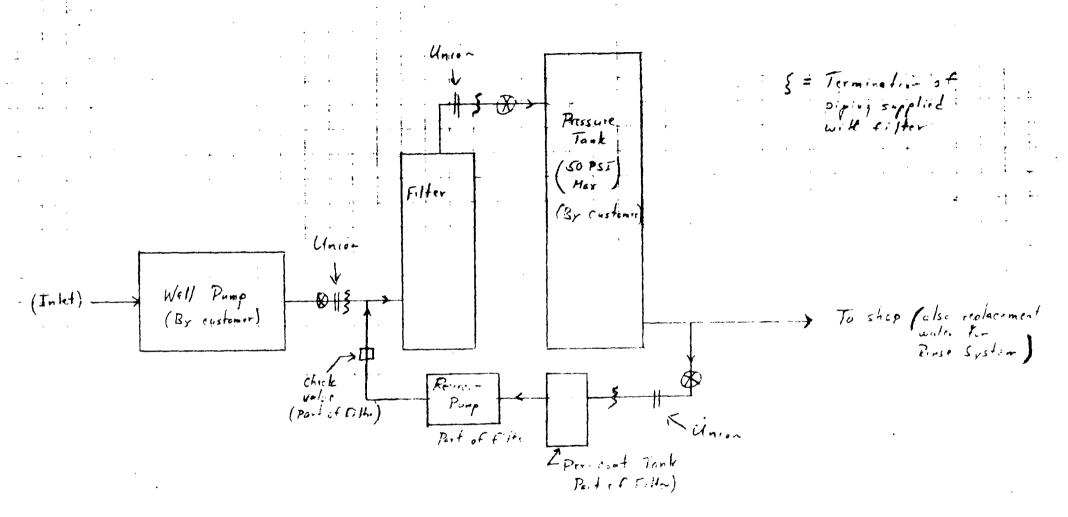
IN WITHES WHERDOF, International Minerals & Chemical Corporation and The 3016 Corporation, by their duly authorized officers, have caused this Agreement to be duly executed and delivered the <a href="#">HTM day of Ayust</a>, 1976.

ATTEST: LONG DECRETATION BY SOUND VIEW President The 3016 Corporation The 3016 Corporation

Irving A' Rubin, President

# **EXHIBIT B**





All propose hand

P.O Box 284, 111 Third Street Derby, Connecticut 06418 (203) 735-5037

1/5179

0030-0034

# **EXHIBIT C**





ACCOUNT NO.

PAGE NO.

KINGSTON STEEL DRUM CO

138050

1

ROUTE 125 KINGSTON NH

03848

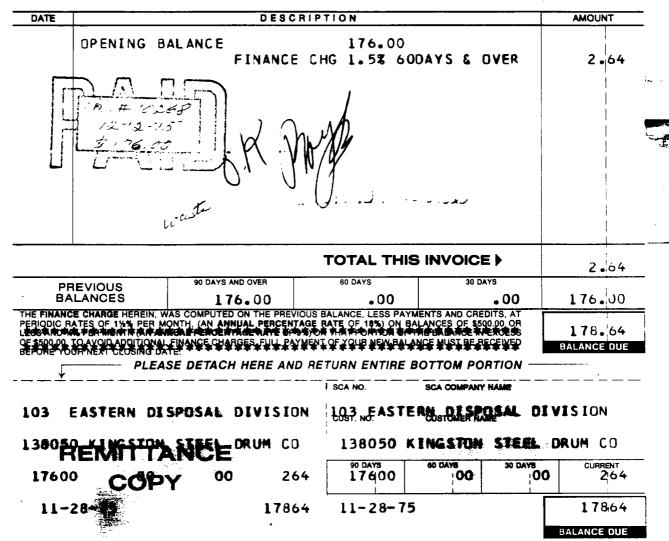
INVOICE

DATE

413

11-28-75

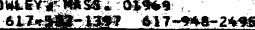
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SCA DISPUSA THE WIGES OF NEW ENGLAND. INC

TO'S BOKEGRO WOAD ROWLEY MASS . 01969





ACCOUNT NO.

PAGE NO.

KINGSTON STEEL DRUM CO

ROUTE 125 KINGSTON NH

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INVOICE

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10-31-75

TERMS NET 10 DAYS

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ORDER OF	, Basters Divisios	OPERATING ACCO	
	les Serford Rd.	Jeo	AUTHORIZED SIGNATURE  AUTHORIZED SIGNATURE  AUTHORIZED SIGNATURE
		335 200 0 10888F	

INTERNATIONAL MINERALS & CHEMICAL CORPORATION

DETACH BEFORE DEPOSITING

10068

DATE OF INVOICE	AMOUNT	DEDUCTIONS	DESCRIPTION	DISCOUNT	NET REMITTANCE
11-28-75	\$ 176.00		invoice #413		\$ 176.00
-	:				

FORM 0-1137

		ACCOU	NT OR				
ORG.	LOCATION	CORP. ACCT./ ELEM.	DIV. D.1.	ELEM. CLASS	LOCAL ORG.	SUB- LEDGER	AMOUNT
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December 12, 19 75

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ORDER OF	Kastera Division	T.NEO.			
	103 Boxford Rd.				AUTHORIZED SIGNATURE
	Lowiey, Mass. 01969				AUTHORIZED SIGNATURE

INTERNATIONAL MINERALS & CHEMICAL CORPORATION

DETACH BEFORE DEPOSITING

DATE OF INVOICE	AMOUNT	DEDUCTIONS	DESCRIPTION	DISCOUNT	NET REMITTANCE
11-28-75	\$ 176.00		invoice #413	<u> </u>	\$ 176.00
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FORM 0-1137

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	ORF.	LOCATION	CORP. ACCT./ ELEM.	DIV. D.I.	ELEM. CLASS	ORG.	SUB- LEDGER	AMOUNT
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6	N. T.							
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### **EXHIBIT D**

# KINGSTON EFFLUENT TREATMENT - PURCHASED '77 - '78

DATE		COMPANY		A	MOUNT
11/03/77	S&M :	Disposal		\$	700.00
11/03/77		art's Septic			400.00
11/15/77	11	11			680.00
11/17/77	Rola	nd's Sewer			370.00
11/21/77		art's Septic			370.00
11/25/77		nd's Sewer			300.00
11/25/77		Disposal			875.00
11/25/77		art's Septic			370.00
11/28/77		rt Gray			56.00
12/05/77		nd's Sewer			360.00
12/05/77	"	"			360.00
12/16/77	11	Ħ			300.00
12/20/77	Stew	art's Septic			100.00
12/21/77		rt Gray			52.00
12/28/77		nd's Sewer			300.00
12/30/77	11	"			300.00
01/05/78	SEM	Disposal			875.00
01/09/78		nd's Sewer			300.00
01/13/78	11	"			360.00
01/18/78	SAM	Disposal		1	,260.00
01/20/78		nd's Sewer		_	390.00
01/27/78	11	"			330.00
02/03/78	Rola	nd's Sewer			240.00
02/08/78		rt Gray			48.00
02/10/78		nd's Sewer			240.00
02/17/78	11	11			330.00
02/24/78	11	11			270.00
02/28/78	S&M	Disposal		1	,260.00
03/03/78	_	nd's Septic			330.00
03/06/78	Albe	rt Gray			108.00
03/10/78	Rola	nd's Septic			390.00
03/15/78	S&M	Disposal		1	,260.00
03/24/78	Rola	nd's Septic			240.00
03/31/78	11	n			240.00
03/17/31	ff.	"			270.00
04/07/78	Rola	nd's Sewer			210.00
04/14/78	11	11			180.00
04/18/78	S&M	Disposal		1	,680.00
04/21/78	- Rola	nd's Sewer			180.00
05/04/78	11	11			120.00
05/02/78	11	11	•		90.00
05/19/78	11	11			60.00
05/26/ <b>78</b>	11	11			150.00
05/26/78		Disposal		1	,680.00
06/02/78		nd's Sewer			120.00
06/02/78		art's Septic			168.00
06/09/78		nd's Sewer			150.00
06/16/78	"	"			180.00
06/23/78	1P 90	"	0030-0042		210.00
06/30/78	•				210.00
06/08/78	Sem	Disposal		1	,470.00

DATE	COMPANY	AMOUNT
<del></del>		
07/12/78	S&M Disposal	\$ 1,680.00
07/07/78	Roland's Sewer	90.00
07/14/78	n n	150.00
07/21/78	II II	150.00
08/04/78	Roland's Septic	180.00
08/11/78	11 11	150.00
08/18/78	n n	150.00
08/25/78	tt II	180.00
08/07/78	S&M Disposal	2,940.00
08/07/78	Dan Ray	42.47
09/12/78	Browning - Ferris Ind.	60.67
09/12/78	S&M Disposal	1,260.00
09/01/78	Roland's Sewer	150.00
09/08/78	Roland's Sewer	210.00
09/08/78	MOTATIO 3 DEWEL	240.00
	11 11	150.00
09/22/78	New Combin	35.00
10/09/78	H&H Septic	
10/1.0/78	S&M Disposal	1,680.00

# KINGSTON WASTE DISPOSAL NOV. '79 - PRESENT

DATE		COMPANY	TRUOMA
11/07/79		Chem Waste Inc.	\$2,400.00
11/09/79		H H H	2,280.00
11/14/79		n n	2,400.00
11/08/79		Keefe Environmental	
11/13/79		B.F.I.	750.00
11/19/79		Chem Waste	74.75
11/27/79		chem waste	1,152.00
			1,134.00
11/15/79		Marshall Bean	90.00
12/01/79			90.00
12/12/79		Chem Waste	1,104.00
12/13/79			320.00
12/27/79		D&L Service Inc.	1,960.00
12/22/79		B.F.I.	74.75
12/31/79		Stewart's Septic	55.00
12/18/79		D&L Service Inc.	1,960.00
01/02/80		H H H	1,960.00
01/05/80		17 16 66	1,960.00
01/10/80		11 11	1,960.00
01/15/80		tr tt tt	1,960.00
01/17/80		11 11 .	1,960.00
01/18/80		H H H	1,960.00
01/25/80		11 11 11	1,960.00
01/26/80		11 11 11	1,960.00
01/30/80		11 11 11	1,960.00
01/07/80		P.F.I.	74.75
01/07/80		11	150.00
02/02/80		D&L Service Inc.	1,960.00
02/04/80		H H H	1,960.00
02/09/80	_	37 37 17	1,960.00
02/12/80	-	н н	1,960.00
02/13/80		1f 11 11	1,960.00
02/20/80		11 11 17	3,920.00
02/05/80		Marshall Bean	110.00
02/08/80		Steart's Septic	55.00
02/22/80		D&L Service	1,960.00
02/22/80		11 11	1,960.00
02/28/80		и н	1,960.00
02/29/80		B.F.I.	74.75
03/12/80		"	74.75
03/05/80	-	Franklin Pumping	200.00
03/11/80		" " "	
03/08/80		Stewart's Septic	1,750.00
03/26/80		stewart s septic	55.00 55.00
03/31/80		B.F.I.	55.00 74.75
04/01/80		D&L Service	74.75
04/02/80		<del>-</del>	1,960.00
04/02/60		Stewart's Septic	55.00

# KINGSTON WASTE DISPOSAL NOV. '79 - PRESENT

PAGE 2

DATE	COMPANY	AMOUNT
04/07/80	Peabody Coastal	\$3,622.40
04/14/80	D&L Service	1,960.00
04/11/80	Stewart's Septic	55.00
04/24/80	Franklin Pumping	1,900.00
04/24/80	Louis Ottati	106.25
04/30/80	Stewart's Septic	55.00
	Peabody Coastal	3,998.00
04/22/80	n "	3,345.20
,,	11 11	3,840.80
04/28/80	11 11	4,079.60
04/30/80	B.F.I.	134.75
· ·	Peabody Coastal	4,325.60
05/12/80 05/21/80	n n	3,549.20
	B.F.I.	74.75
05/31/80	n.	808.04
05/31/80	Franklin Pumping	2,250.00
05/29/80	D&L Service	1,960.00
06/05/80	11 II	1,960.00
06/11/80	н н	1,960.00
06/18/80	B.F.I.	(30.75)
06/30/80	D.L.T.	105.73
06/30/80	D&L Service	1,960.00
07/15/80	Dar Selvice	1,960.00
07/23/80		

# KINGSTON EFFLUENT TREATMENT - PURCHASED NOV. '79 - PRESENT

DATE	COMPANY	TOUNT
03/17/79	St. Johnsbury	\$ 22.28
03/06/79	Industrial Filter	456.40
04/09/79	Industrial Filter	417.45
05/19/79	Stewart's Septic	55.00
05/22/79	n n	55.00
05/13/79	11 11	55.00

NAME OF ACCOUNT

EFFLUENT TREATMENT : WORKSED

BALANCE 1 1 5-10

0030-0047



## GREAT LAKES CONTAINER CORPORATION AND ENGLAND DIVIS IN

HAVERHILL ROAD, RTE. 125 kingston, New Hampshire 03848

MANUFACTURERO VATIONAL BANK
OF DETROIT
34 SOUTHFIELD, MICHIGAN

5562

9-33 720

PAY

THE SHEET PROBLEM

DATE

AMOUNT

TO THE ORDER OF ST. JOHNSBURT TRUCKING COMPANY INC.

March 17, 1980

\$22.28

PO Box R

St. Johnsbury, Vt 05819

NOT-NEGOTIABLE

#1072000339# 135 028932#

GREAT LAKES CONTAINER CORP.
K NGSTON, NEW HAMPSHIRE 03848

DELUXE - FORM TWVD-4 V-2

DATE	DESCRIPTION	AMOUNT
22-434265		22,28

ST. JOHNSBURY TRUCKING COMPANY

San Maria

6584 RECEIVE 9 INDUSTRIAL ROND-EARRIELD, NEW LURSEY 07006 MANDFACTURERS MAR 1 1 1980 COOLANT FILTRATION EQUIPMENT & SUPPLIES GREAT LAKES CONTAINER CORP. ROUTE 125 KINGSTON, NEW HAMPSHIRE 03848 NET 30 DAVS INTEREST AT THE RATE OF 1% PER MONTH, EQUIVALENT PER YEAR WILL BE CHARGED ON DELINQUENT ACCOUNTS OHNSBURY RELEASE OR REQ. NO. DATE OF ORDER DATE SHIPPED MER ORDER NO INVOICE DATE PPD.CHG COL DESTINATION 3/6/80 380 3/3/80 FAIREIE: D FILTER FINE MATERIA! CORE HTCIW YARDS PER ROLL TYPE 278.30 Ź 500 W-35 50" 7-1/4" 139.15 W-55 50" 178.10 1*7*8,10 N.J. SALES TAX TRANSPORTATION CHARGES 456.40 DUSTOMER'S CODE NUMBER WE EXPECT TO SHIP WEEK OF PAY LAS' AMOUN' anh Coufor this order. Did you know we also manufacture the items illustrated below. Perellera CONFIRMING TELEPHONE ORDER TO: CONDITIONS 0030-0051 " prices are higher than specified do not ship. Advise us. "fineth conditions are not acceptable tilease advise up on receipt of order, and before making any shipment. ve of arges will be allowed for erailing, boxing or gravage unless stated hereig. regressioners other than those shown on this order shot by aiding unless in writing and signed by both parties hereto. ids burchased are subject to our inspection on an value of rejected will be held at your risk and returnable at your expense, now thatending prior payment to obtain each disposant

DECENTAGE CONS

s earead that grocs ordered neman simil comply with all Federal Laws mean veitherors, and that you will defend and save harmless to a Company from loss, posts or comages by repoper of actual or the firm refrincement of letters parent concerning same.

Popular rejectivitiare not to be replaced expend on receipt of replacement ourchase order from us.

Neither party to this order shall be licht in pane of attices, fires, company to pauses phyond its control.



### GREAT LAKES CONTAINER CORPORATION

NEW ENGLAND DIVISION HAVERHILL ROAD, RTE. 125 KINGSTON, NEW HAMPSHIRE 03848 MANUFACTURERS NATIONAL BANK of DETROIT 34 SOUTHFIELD, MICHIGAN 6442

9-33 720

PAY

DATE

AMOUNT

TO THE ORDER OF DEDUSTRIAL FILTERS COMPANY 9 Industrial Wood Fairfield, MJ 07006

May 29, 1980

8417.45

NOT-NEGOTIABLE

GREAT LAKES CONTAINER CORP.
KINGSTON, NEW HAMPSHIRE 23848

DELUXE - FORM TWVD-4 V-2

DESCRIPTION AMOUNT

Inv. # E 6859

87132

AMOUNT

Section of the Parties



PRESSURE BAG FILTER



CYCLOY



ROLTRAY

TREPATRICE

A.J.ROIGE.

CONFIRMING TELEPHONE ORDER TO: DO NOT DUPLICATE 0030-0052

GREAT LAKES CONTAINER CORPORATION

#### CONDITIONS

- t. If prices are higher than specified do not ship. Advise us.
- 2. If these conditions are not acceptable please advise us on receipt of order, and before making any shipment.
- C. No charges will be allowed for crating, boxing or dravage unless stated herein.
- K. No agreements other than those shown on this order shall be binding unless in writing and signed by both parties hereto.
- Vateria's purchased are subject to our inspection on arrival, and if rejected will be held at your risk and returnable at your expense, now instancing prior payment to obtain cash discount.
- 3. Cooks relector are not to 59 replaced except on receipt of replacement purchase order from ús.
- This introduction goods crossed hereon shall comply with all fieders. Laws relative thereto, and that you will defend and save harmless stall Company from loss coasts or democes by reason of not of principle infiltrations and that you will defend and save harmless

AIRFIELD, NEW JERSEY 07000 MANUFACTURERS OF COOLANT FILTRATION EQUIPMENT & SUPPLIES LAKES CONTAINER CORP. THEIR PICK UP P.O. BOX 98 KINGSTON, N. H. TUESDAY 03848 EREST AT THE RATE OF 1% PER MONTH, EQUIVALENT RELEASE OR REO. NO. DESTINATION 4/4/80 FAIRFIELD FILTER FINE MATERIAL YARDS PER ROLL WIDTH CORE 50" 1-1/4" : 139,15 417.45 RECEIVED SCEAT LAXES CENTAINED CORP. fite. 125, Lingston, R. S. 92848 N.J. SALES TAX TRANSPORTATION CHARGES CUSTOMER'S CODE NUMBER B C. REF WE EXPECT TO SHIP WEEK OF THIS IS TO CEPTIFY THAT THE MERCHANDISE LISTED IN THIS INVOICE HAS BEEN PRODUCED IN ACCOMPANDE WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, Thank Youfor this order. Did you know we also manufacture the items illustrated below. Deep sed ROLTRAY PRESSURE BAG FILTER CYCLOX 27-1740 A.J.ROHR. AKES CONTAINER CORPORATION T CONFIRMING TELEPHONE ORDER TO: DO NOT DUPLICATE CONDITIONS 0030-0053 1. If prices are higher than specified do not ship. Advise us. 2. If these conditions are not acceptable please advise us on receipt of order, and before making any shipment. 2. No charges will be allowed for crating, boxing or clavage unless stated herein. No agreements other than those shown on this ordinate be binding unless in writing and signed by both parties hereto. 5. Materia's purchased are subject to our inspection on arrival, and if rejected will be held at your risk and returnable at your expense, newithstanding prior payment to obtain cash discount. 6. Goods rejected are not to be replaced except on receipt of replacement purchase order from us. 7. It is agreed that goods ordered\_hereon that comply with all Endered Laws relative thereto, and that you will defend and save harmless this Company from loss, costs or damages by reason of actual or alleged infringement of letters patent concerning same.

8. Neither party to this order shall be hable in case of striken fired, addidonts or causes beyond its control.



### GREAT LAKES CONTAINER CORPORATION

NEW ENGLAND DIVISION
HAVERHILL ROAD, RTE. 125
HINGSTON, NEW HAMPSHIRE 03848

MANUSACTURERS NATIONAL BANK
OF DETROIT
34 BOUTHFIELD, MICHIGAN

9-**33** 720

6702

PAY

- \* Stawart's Septic Tank Service

6/19780

AMOUNT

TO THE ORDER OF

47 Reilroad St.

Bradford, Mass. 01830

NOT-NEGOTIABLE

#1072000339# 134 028932#

GREAT LAKES CONTAINER CORP.
KINGSTON, NEW HAMPSHIRE 03848

DELUXE - FORM TWVD-4 V-2

DATE	DESCRIPT	10 N	AMOUNT
6/19/80	Inv. # 4/39/80	87133	55.00
	Tell may		

STATEMENT

#### F'STEWART'S SEPT!C TANK SERVICE, INC.

47 RAILROAD ST., BRADFORD, MASS. 01830 Telephone 372-7471 MICHIGAN

6702

9-33 720

DATE 5 1 80

Theat Sahes Container Corp. Ot 125, P.O. Box 98 Kingston, N.H. 03898

TIABLE

TEAR HERE - RETURN UPPER HALF WITH PAYMENT - AMOUNT \$ .

DISTRIBUTION

STATE OF LIKES CONTAINED COPY.

FIG. 127, Engeten, K. T. 193931 77/33 55.00

APPROXED BY COPY DATES / 1/05

#### GREAT LAKES CONTAINER CORPORATION MANUFACTURERS NATIONAL BANK NEW ENGLAND DIVISION

HAVERHILL ROAD, RTE. 125 KINGSTON, NEW HAMPSHIRE 03848

SOUTHFIELD OFFICE 34 BOUTHFIELD, MICHIGAN

6455

PAY

. .

DATE

AMOUNT

STEWART'S SEPTIC TARK SERVICE INC. 47 Railroad St. Bradford, KA 01830

May 29, 1980

\$35.00

NOT-NEGOTIABLE

::072000339: 134 028932#

GREAT LAKES CONTAINER CORP. KINGSTON, NEW HAMPSHIRE 03848

DELUXE - FORM TWVD-4 V-2

DATE DESCRIPTION AMBUNT 55.00 87133

STATEMENT

### STEWART'S SEPTIC TANK SERVICE, INC.

47 RAILROAD ST., BRADFORD, MASS. 01830

Telephone 372-7471

6455

Wheat Sakes Container Curp.

New Eng. Division

Rt 125, P.O. 98

L Kingston, W.H. 03848 J

TEAR HERE - RETURN UPPER HALF WITH PAYMENT - AMOUNT \$

AMOUNT

\$35.00

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AMBUNT 55.00 åte. 125, Kingsten, 4. 2. 83869 1 5 1980

GREAT LAKES CONTAINER CORPORATION

MANUFACTURERS NATIONAL BANK OF DETROIT SOUTHFIELD, MICHIGAN 6356

9-33 720

NEW ENGLAND DIVISION HAVERHILL ROAD, RTE. 125 KINGSTON, NEW HAMPSHIRE 03848

PAY

AMOUNT

STEWART'S SEPTIC TANK SERVICE DEC 47 Railroad St Bradford, MA 01830

Hay 22, 1930

NOT-NEGOTIABLE

#1072000339# 134 028932#

BREAT LAKES CONTAINER CORP. KINGSTON, NEW HAMPSHIRE 03848

DATE	i	DESCRIPTION	AMOUNT
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STATEMENT

### 'S SEPTIC TANK SERVICE, INC.

RAILROAD ST., BRADFORD, MASS. 01830 Telephone 372-7471

DATE 4250

VATIONAL BANK OF DETROIT ELD. MICHIGAN 6356

9-33 720

Theat Lakes Container Corp. Et 125, O.O. Bex 98 Kingston, N.H. 03848 AMOUNT

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CERAT LAKES CONTABER CORP.

RIG. 126, Kingston, K. D. GSTAR

4 1980

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## LAKES CONTAINER CORPORATION NEW ENGLAND DIVISION

HAVEHHILL ROAD, RTE, 125

MNI SOUTHFIELD OF DETHOIL SOUTHFIELD. MICHIGAN

4203

9-33 720

PAY

TO THE RECRO

DATE 11/20/79 AMOUNT

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REEFE ENVIRONMENTAL SERVICES.

HYRTER ROAD.

EFFIRE.NEW HAMPSHIRE.03042.

NOT-NEGOTIABLE

#072000539# 134 028932#

THOUT LAKED CONTAINER CORP.

TORK NEW PAMPSHIRE 03849

DELUXE - FORM TWV0-4 V-2

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CAUSCIE WATER.

DOOD GALL

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#### KEEFE ENVIRONMENTAL SERVICES

#### PROCESSORS OF ENVIRONMENTALLY HARMEUL MATERIALS

0 1011

EXETER ROAD

FPBING, Null, 63642

Correct State of Fine

000130 KINGSTON STHEL DRUM RTE. 125 P.O. BOX 98 KINGSTON, NH 93484 03848

Pick-Up Date 11-1-70 Com. Or . Verbal

Invoice 0<sub>000</sub> 21-8-79

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All material on this invoice has hour treated and the on is being held in storage to a highwent to another "consed disposal facility in 1.11 compliance with applicable hedgra". Some and local pollution control laws, regulations are ledinances.

UND PROCE

AMOUNT

3000gal Caustic Water

.25/gal

750.00

根证明经验的

0030-0061

TOTAL.

750.00

1100

## REAT LAKES CONTAINER COPPORATION NEW ENGLAND DIVISION

HAVERHILL ROAD, RTM, 125 KINGSTON, NEW HAMPSTILL 02848 MNUFACURERS NATIONAL BANK OF DE PROTE 34. SOUTHFIELD, MICHIGAN

1CHIGAN 9-33

4311

PAY

the phone of

11/28/79

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TO TS 3 ORDER OF PROWRING-FERRIS INDUSTRIES INC. VASTE SYSTEMS CHELMSPORD DIVISION V.O.BOK. 3 OAK STREKT CHURMSFORD MASS. 1824.

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CHEAT LAKES CONTAINER GORP. MINORTON, NEW HAMPSHIRE | 0394B

DELUXE - FORM TWVD-4 V-2

DATE DESCRIPTION AMOUNT

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TOTAL CHARGES

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ACCT NO. 528550-

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HORSENING-FERRIS INDUSTRIES INC. THE SYNTHES-CHEURSFORE UTWISIDE H.D. SOX & DAK STREET CONTESTRODO, HASS. 1824

CO. - 1. 223

ACCM AH. 528559-7

GREAT HANNS CONTAINER HAVERPLEN PO., RTE. 125 BI GSTD1, R.H. 03848

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INVOICE.

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V. GWAT LAKES CONTAINER CORP. NEW ENGLAND DIVIS ON HAVERHILL RD., ROUTS 125 KINGSTON, NEW HAMPSHIRE 08848

SOUTHFIELD OFFICE MANUFACTURERS NATIONAL BANK SOUTHFIELD, MICHIGAN

5000

9-33 720

PAY

DATE

AMOUNT

Richard Franch d/5/a Chan-Waste, Inc. P.O. Box 401 Derry, N.R. 03038

2/6/80

\$2,238.00

NOT-NEGOTÍABLE

#1072000339# \$34 028932#

GREAT LAKES CONTAINER CORP. NEW ENGLAND DIVIBION KINGSTON, NEW HAMPSHIRE D3848

DELUXE FORM TWV0-4 V-2 DESCRIPTIO 4

AMBUNT

DATE

In payment of P.O. 1111 Check 5000

P.O. 1206

\$1134.00 1104.00

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Net 10 da

0030-0064

CONFIRMING TELEPHONE ORDER TO: DO NOT DUPLICATE

CONDITIONS,

1. " prices are higher than specified do not ship. Advise us,

2. If these conditions are not acceptable please not sellus on receipt of order, and before making any shipment.

No charges will be allowed for crasing, borne or cray; se unless stated herein.
 No agreements other than those shown on the order shall be bind no unless in writing and signed by both parties hereto.

5. Materials purchased are subject to our magnet on an artifal, and of rejected will be hald at your risk and returnable at your expense. now thistancing prior payment to obtain such a socuet.

 Goods rejected arc not to be\_epiaced except on modular of replacement burchase order from us.
 Is agreed that goods ordered person say comply with all factors. Let we reset we there or, and that you will defend and save harmless. of Company from bos, posts of carbages by recover of actual or a leged intringement of legiers patent concerning same.

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..istant 24 Hour Service Radio Dispatched

ONVEYANCE AND DISPOSAL OF HAZARDOUS WASTES

P.O. BOX 401, DERRY, N.H. 03038 (603) 434-2129

INVOICE

2565 Nº

Great Lakes Container Corp. Haverhill Rd., Rte #125 Mingston, N.H. 03848

Dec. 6, 1979

The FINANCE CHARGE is computed at the rate of 1% percent on the unpaid balance per month which is the ANNUAL PERCEN-TAGE RATE of 18 percent.

	DESCRIPTION	UNIT	AMOUNT
DATE WORK ORDER #		23¢ g.	\$1,472.00
			1,1/19-00
44-27-79 #5039 P.O. 11	11 6300 gals.waste solvents	184	1124,00
		:	

NET TEN DAYS

A FINANCE CHARGE WILL BE APPLIED TO ALL BALANCES NOT PAID IN 30 DAYS.

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Net 1000

0030-0065

CONFIRMING TELEPHONE OPDER TO: DO NOT DUPLICATE

GREAT-BAKES CONTAINER CORPORATION

CONDITIONS

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hallonse shown on this order shall be binding unless in writing and signed by both parties hereto. oral to our inapection on privat, and if rejected will be held at your risk and returnable at your expense, ialato obtein cann d'ecoin

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Radio Dispatched

CHEM-WASTE

CONVEYANCE AND DISPOSAL OF HAZARDOUS WASTES P.O. BOX 401, DERRY, N.H. 03038 (603) 434-2129

INVOICE Nº 2570

Great Lakes Container Corp. Haverhill Road, Rte. #125 Mingston, N. H. 03848

Dec. 17, 1979

The FINANCE CHARGE is computed at the rate of 1% percent on the unpaid balance per month which is the ANNUAL PERCEN-TAGE RATE of 18 percent.

DATE	WORK OPDER #		DESCRIPTION	UNIT	AMOUNT
1-5-79	#50 <u>44</u>	P.O. #1206	1800 gals. waste solvent	23¢ G.	\$1104.00

NET TEN DAYS

A FINANCE CHARGE WILL BE APPLIED TO ALL BALANCES NOT PAID IN 30 DAYS.

0030-0066

CONFIRMING TELEPHONE ORDER TO: .. DO NOT DUPLICATE

CONDITIONS

1. If prices are higher than specified do not ship. Advise us.

2. If these conditions are not acceptable please advise us on receipt of order, and before making any shipment,

.. No charges will be allowed for crating, boxing or drayage unless stated herein.

4. No agreements other than those shown on this order shall be binding unless in writing and signed by both parties hereto.

E. Waterials purchased are aubject to our inspection on an valuand if releaser will be held at your risk and returnable at your expense. newithneshe og prior payment to obtain cash discount.

RivGoods relected are not to be replaced except on receipt of t on anamont purchase order from its.

7. If is agreed that goods ordered hereon shall comply with a fiftee and this Company from less, oders or damages by reamen of the

B. Neither party to this order shall be liable in case of strichs. The

CHEAT LAKES CONTAINER COMPORATION MINUSCORES MISONAL BANK NE ENGLAND DE STON

HAVERHILL ROAD, RIE 125 KINGETON, NEW HAMPSHIRE 03848 34 SOUTHFIELD, MICHIGAN 4533

PAY

D & L SERVIC COVENIET, RECOR ISLAND. 02816-

P.O.B.214

or - DATE

AMOUNT

12/13/79

\$1960.00

MESPECOSTRUCT APP CONTRACTOR

GREAT LAKES CONTAINER CORP. CINGSTON, NEW HAMPSHIRE C3848

DELUXE - FORM TWVD-4 V-2

DATE

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CONFIRMING TELEPHONE ORDER TO:

CONDITIONS

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13 1910, and that you will defend and save harmless fin color of the tempatent concerning same

NIAINER CORPORATION NEW ENGLAND DIVISION HAVERHILL ROAD, RTE. 125 KINGSTON, NEW HAMPSHIRE 03848

11.61

(603) 642-3383

12/18 DATE

SHIP TO: (same as above unless otherwise indicated.)

DEL SERVICE COVENTRY, R.T. POB 214

TO:

INVOICE IN TRIPLICATE

PLEASE ENTER OUR ORDER FOR THE FOLLOWING, SUBJECT TO CONDITIONS BELOW:

IP VIA F.O.3. DELIVERY REQUIRED QUANTITY DESCRIPTION OF MATERIALS **PRICE** 4500 C-1065 0030-0068

☐ CONFIRMING TELEPHONE ORDER TO: DO NOT DUPLICATE

#### CONDITIONS

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conditions are not acceptable please advise us on received order, and before making any shipment.

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## NEW ENGLAND DIVISION MAYERHILL 1 1110, RTE, 125

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TO THE ORDER BROWNING FARRIS INDUSTRIES INC. P.O.BOX. 3 OAK ST. CHELMSFORD. WASS.

KINGSTON, NEW PART THITE 00848

1/11/30

AMOUNT \$74.75

NOT-NEGOTIABLE

#078000335# 434 028932#

DREAT LAKES CONTAINER CORP.
KINDETON, NEW HAMPSHIRE 03848

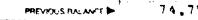
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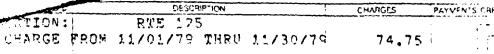
CHECK NO. 475%. DATED 3/11/37
AUGUNT NOS28389-1

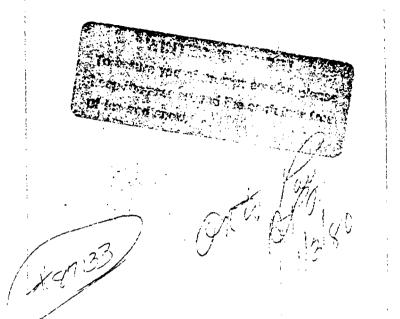
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PLEASE PAY FROM THIS INVOICE NO CHER BILLING WILL BE MADE

0030-0069







SYSTEM S AND CONTROL APPER THE 25TH WILL APPRAK

WELFER'S STARTERNY, THAPPY HOUIDAYS!

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GD.NO. 223

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PHONE: 617-256-2432

ACCT NO. 522550-7

TOTAL CHARGES

74.75

PROWNING - FERRIS INDUSTRIES INC.
- ASTO SYNTHYS - CHEUNSFORD DIVISION
- O. BOX 3 CAN SUREET
- CHIUMSTORD, MASS. 1924

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PLEASE PAY FROM THIS INVOICE NO CITHUR BILLING WILL BE MAINS

149.50

TERMS PAYABLE UPON RECEIPT



#### CONTARGE CORPORATION NEW ENGLAND DIVISION

HAVERHILL ROAD, RTE. 125 KINGSTON, NEW RAMPSHIRE 03848 SOUTHFIELD, MICHIGAN

THE Sale

DATE

AMOUNT

12/27/79

\$1,960.00

ORDE

PAY

D & L SERVICE INC. P.O.BOX. 214. DOVENTAT, RECOR ISLAND. 02816.

110 ? 2000 3391; 334 0 2893 2 m

GREAT LAXES CONTAINER CORP. KINGSTON, NEW HAMPSHIRE 03848

DELUXE - FORM TWV0-4 V-2

AMBUNT DESCRIPTION DATE CHECK NO. 4572. DATED 12/27/79 1,960.00 1 Lord of Waste Water

PAID BY CRECK NO. 6572

0030-0071

CONFIRMING TELEPHONE ORDER TO: DO NOT DUPLICATE

KES CONTAINER CORPORATION

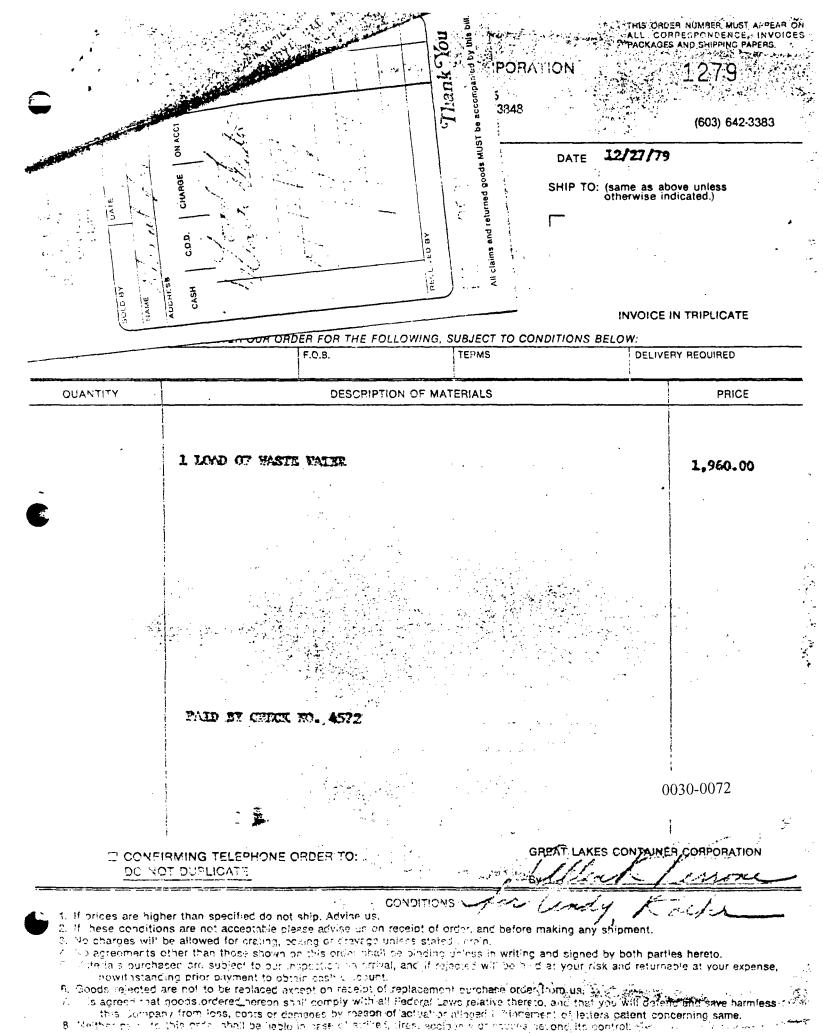
1. If prices are higher than specified do not ship. Advise us.

2. If these conditions are not acceptable please advise us on receipt of order, and before making any shipment. 3. No charges will or in wild for critica, boxing or drayage unless stated herein.

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GREAT LAKES CONTAINER CORP. NEW ENGLAND DIVIBION

KINGSTON, NEW HAMPSHIRE C3848

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NEW ENGLAND DIVISION
HAVERHILL RD\_BOUNE 125
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\* D & L SERVICE INC. P.O.BOX. 214.

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SREAT LAKES CONTAINER CORP.
NEW ENGLAND DIVISION
KINGSTON, NEW HAMPSHIRS 03848

DELUXE FORM TWVD-4 V-2

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GREAT LAKES CONTAINER CORPORATION

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4. No agreements other than those shown on this order shall be binding unless in writing and signed by both parties hereto.

2. Containers purchased are subject to our, inspection on arrival, and in rejected will be held at your risk and returnable at your expense,

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LAKES' CONTAINER CORPORATION NEW ENGLAND DIVISION HAVERHILL ROAD, RTF. 125

MANUFACTURERS NATIONALS SOUTHFIELD, MICHIGAN

KINGSTON, NEW HAMPSHIRE 03848

DATE 1/10/80

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April 9, 1980

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EROSHING FRERIS INDUSTRIES NC.

April 9, 1980

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20 Box 3 Chelasford, MA 01824

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DREAT LAKES CONTAINER CORP. NOSTON, NEW HAMPSTIRE 03848

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ANUMNING-FERRIS INDUSTRIES INC.

ASSE SYSTEMS DIVISION-CHELIASTON (1.1.1.

P.O. BOX 3 DAK STREET

CHELMSFORD, MASS. 1824

UHONE: 017-256-3432

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### GREAT LAKES CONTAINER COMPORATION NEW ENGLAND DIVISION

HAVERHILL ROAD, RTE. 125 KINGSTON: NEW HAMPSHIRE 03848

BOUTHPIELD OFFICE " MANUFACTURERS NATIONAL BANK SOUTHFIELD, MICHIGAN 5779

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DATE

AMOUNT

D & L SERVICE INC.

April 1, 1980

\$1960.00

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GREAT LAKES CONTAINER CORP. KINESTON, NEW HAMPSHIRE 03845

DELUXE - FORM TWVC-4 V-2

DATE DESCRIPTION AMDUNT 1969.00 97133 Invoice # 1916

CONFIRMING TELEPHONE OPDER TO: DO NOT DUPLICATE

CES CONTAINER CORPORATION

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### GREAT LAKES CONTUNER CORPORATION

NEW ENGLAND DIVISION HAVERHILL ROAD, RTE. 125 BINGSTON, NEW HAMPSHIRE 08548

MANUFICTUREES NATIONAL BANK
34 BOUTHFIELD, MICHIGAN

0.33

9-33 720

PAY

6/19/80

7,702.00

TO THE ORDER OF Penhody Costal Service

170 Border Street

P. Boston, Me. 92128

NOT-NEGOTIABLE

MODEO PER BREEDOOSTON

GREAT LAKES CONTAINER CORP.
KINGSTON, NEW HAMPSHIRE 03948

DELUXE - FORM TWYO-4 V-2

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A AM DIRECT ALL CORRESPONDENCE TO:

Peabody Coastal Services 170 Sorder St. 02128

Great Lakes Container Corp. Hew England Division Haverhill Rd.-Rt. 125 Kingston MM 03843

Date: April 7, 1980

B5588-3-80 Job No.:

Customer P.O. #: 2064

/ Coastal Services

TERMS: Net 10

Past due will be subject to a serviccharge of 1%% per month.

JOB DESCRIPTION

Services remirred for removal of contaminated soil on March 25, 1980:

12.52 tons Freicht

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\$2,222,40

Total Invoice-

CREAT LAKES SOUTHWELL CORP.

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TERMS NET 10 D/

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TOTAL

REMIT ONLY TO: P.O. BOX 98281, CHICAGO, ILL. 80698, MAKE CHECKS PAYABLE TO COASTAL SERVICES, INC.

DIRECT ALL CORPESPONDERCE TO:

Coastal Services, Inc. 170 Border Street East Boston, MA 02128 BRANCH TERM ORY 6302 60

No. 1

Great Lakes Container Corp. New England Division Haverhill, Rd. - Rt. 125 Kingston, NH 03848

Date: April 28, 1980

Job No.: **B5588-3-80** 

Customer P.O. #: 2205

TERMS: Net 10

Past due will be subject to a service

charge of 11/2% per month.

dy Coastal Services

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JOB DESCRIPTION

Services rendered for removal of contaminated soil on April 18,1980

22.33 tons Freightfice Distribution ACCIA, INVOICE ANT. COMMENTAL COMMENTS.	2,679.60 1,400.00 \$4,079.60	EEST U	CEIVED
APPROVED BY LOS CEVORERA		MAY	1 1980

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# GREAT LAKES CONTAINER CORPORATION

SOUTHFIELD, MICHIGAN

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AMOUNT

D & L SERVICE. INC.

April \$4, 1930

\$1960.00

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MOTEOGO ASA DEBECCOSTON

GREAT LAKES CONTAINER CORP. KINGSTON, NEW HAYPSHIRE 03848

AMDUNT 1960.00 97133 90 8198

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GREAT LAKES CONTAINED CORPORATION NEW, ENGLAND DIVISION HAVEFHUL ROAD, RTE. 125

KINGSTON NEW HAMPSHIRE 03848

MANUFACTURERS NATIONAL BANK 34 BOUTHFIELD, MICHIGAN 6209

PAY

DATE

**AMOUNT** 

Franklin purping service inc. 78 South Street Plainville, MA 02762

May 13, 1990

\$1900.00

NOT-NEGOTIABLE

MOREDOOSSER ASA DEBESON

GREAT LAKES CONTAINER CORP. K'NGSTON, NEW HAMPSHIRE 03848

DELUXE - FORM TWV0-4 V-2

DATE DESCRIPTION AMDUNT 87133 1900-00

Authorized Signature

0030-0090

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EAT LAKES CONTAINER CORPORATION NEW ENGLAND DIVISION HAVERHUL ROAD, RTE, 125

KINGSTON, NEW HAMPSHITE 08948

MANUFICIURES NATIONAL BANK
34 BOUTHFIELD, MICHIGAN

5092

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AMOUNT

LOUIS OTTATI

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GREAT LAKES CONTAINER CORP.
KINGSTON, NEW HAMPSHIRE 03848

DELUXE - FORM TWV0-4 V-2

PATS DESCRIPTION ANOUNT

RECG NEC 80361

Cond. Mar.

Recg. War.

Respectively.

-Returned Goods Stock No. Quantity

NEW ENGLAND DIVISION
HAVERHILL ROAD, RITE, 125
KINGSTON, NEW HAMPSHIRE 03848

MANUFACTURERS NATIONAL BANK OF DETROIT 6578

9-33 720

DATE 6/12/80

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TO THE IDER OF \* Constal Services. Inc.

170 Forder Street

East Boston, Ma. 02128

NOT-NEGOTIABLE

REAT LAKES CONTAINER CORP.

MOSTON, NEW HAMPSHIRE | 03848

DELUXE - FORM TWV0-4 V-2

DATE	DES	CRIPTION	AMDUNT
/12/80	Nav. # 17639	87133	3,840.80
	17640		3,998.00
	17641	·	3,345.20
		Total	11,254.00

APPROVED BY DATE DATE

REMIT CNUY TO: P.O. BOX 93361, CHICAGO, MLL. FOLD AKE-CHECKS PAYABLE TO-CHASTAL SERVICES, INC. DIFECT ALL CORRESPONDENCE TO: Coasinl Services, 170 Border Street East Boston, MA 02128 3,840.80+ 3,993.00+ Container Corp. 3,365.20+ Date: Division April 22, 1980 11,184.00\* ad - RT. 125 Job No.: B5588-3-80 w Hampshire Customer P.O. #: 2171 TERMS: Net 10 y Coastal Services Past, due will be subject to a service charge of 1%% per month. JOB DESCRIPTION Services rendered for removal of contaminated soil on April 7, 1980 @ \$120.00/ton 20.34 tons 2,440.80 Preight 1,400.00 OFFICE DISTRIBUTION ACCT.#

TR 2 0 1380

ACCT.# AMT.

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ROVED, BY DATE

HEMS HIELD DAYS

PEMIT ONLY TO THE HOX DROWN, CHICAGO ILL. 60893 MAKE THE TES PRYABLE TO CEASIAL BERVICESLING. WHERE

DIRECT ALL CORRESPONDENCE TO:

Coastal Services, Inc. 170 Border Street East Boston, MA 02128 6302 60

نا

Great Lakes Container Corp. New England Division Paverhill Rd. - Rt. 125 Kingston, NH 03848

Date: April 22, 1980

Job No.: B5588-3-80

Customer P.O. #: 2131

TERMS: Net 10

Past due will be subject to a service

charge of 1%% per month.

Coastal Services

44.12

JOB DESCRIPTION

Services rendered for removal of contaminated soil on April 1, 1980.

21.65 tons Freight वाला एक वामान्य वाम The title street, in the course \$3,998.00 TOTAL INVOICE AMT.

INVOICE

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TELMS MET 10 DAYS

16.7

PEWIT ONLY TO: P.O., BOX 98581, CHICAGO, TLE "60693 MAKE CHECKS PAYABLE TO COASTAL SERVICES, INCE!

DIRECT ALL COPPESPONDENCE TO:

Coastal Services, Inc. 170 Border Street Boston, MA 02128

6302 CUSTOMER ;

SOLD TO

Great Lakes Container Corp. New England Division Haverhill Rd - Rt 125 Kington, NH 03848

Date:

April 22, 1980 '

Job No.:

B5588-3-80

Customer P.O. #: 2172

TERMS: Net 10

Past due will be subject to a service

charge of 1%% per month.

dy Coastal Services

JOB DESCRIPTION

Services rendered for removel of contaminated soil on April 7, 1980.

16.21 tons Freight	0 120.00 P R	ton OVF	1,945.20 2,400.00
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1980	ACCT.* 572133	AMT.	
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# GREAT LAKES CONTAINER CORPORATION MNUFACTURERS THONAL BANK

KINGSTON, NEW HAMPSHIRE 03948

34. SOUTHFEELD, MICHIGAN

DATE

AMOUNT

BROWNING FERRIS INDUSTRIES INC. 20 Dox 3 Oak Street Chelmsford, MA 01624

June 5, 1980

\$134.75

NOT-NEGOTIABLE

MORROCOSPRO ABA DEBRERM

GREAT LAKES CONTAINER CORP.

DELUXE - FORM TWVD-4 V-2

S EBBRISTID V DDV. 9 004-520550-7 87133 134.75

5/31 ...

DAING-FERRIS INDUSTRIAN INC. Co. SYSTEMS DIVISION-CONT. OF . BOX 3 OAK STREET WASELMU, MASS. CIEZE

-ACCT NO. 52/550~7

GREAT LAKES CONTAINER CARRESTA CO., RIE. 125 81.6890 v, 8.8. 43848

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VIVIONE:617-256-3432

INVOICE NO.

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TERMS: PAYAS: E UPON RECEIPT

INVOICE NO CLASS FOR STATE AMCAINT 100.00 ~3~~50**-**7 PREVIOUS BALANCE DESCRIPTION 16047 RREL 04/03/80 (\$PP) 04/35/80 PASS GOOSE YRDS/SCBRISH TREMERS 2003 FIRSE YPDSYRIPPIER DO 20.00 %

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20.10. 023 PHONE: 317-255-7435

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TERMS PAYABLE UPON RECEIPT

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GREAT LAKES CONTAINER CORPORATION NEW ENGLAND DIVISION HAVERHULL ROAD, RIE. 125

KINGSTON, NEW HAMPSHIRE 03848

MANUFACTURERS NATIONAL BANK 34 SOUTHFIELD, MICHIGAN

9-33 720

DATE

**AMOUNT** 

7/7/80

Franklin Pumping Service Inc.

\$2250.00

78 3**8uch Sc.** 

Plainvilla. Ma.

NOT-NEGOTIABLE

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TREAT LAKES CONTAINER CORP. K NESTON, NEW HAMPSHIRE 03848

DELUXE - FORM TWVC-4 V-2

DATE AMOUNT 7/7/80 373.33 \$2,250.00

Acr. # 57133

CONFIRMING TELEPHONE ORDER TO: DO NOT DUPLICATE

CONDITIONS

0030-0100

1. If prices are higher than specified do not ship. Advise us.

2. If these conditions are not acceptable pleans advise or on redelpting order, and before making any shipment.

3. No charges will be allowed for brating, boxing or drays in default stated hirein.

4. No agreements other than those shown on this order in all he binding unless in writing and signed by both parties hereto.

3. Materials purchased are subjected our interaction, and we hard if rejected will be held it your risk and returnable at your expense now thatand op order in symmetric office a simple of the

6. Goods miles an intende to be maked except on moves of replacement by thase order from us.

To have a training and the charges shall comply with all Fodes (Cray are alive thereis, and that you will defend and save harmless Apply form it is locally or carriaged by the invital actual it is ingoil infringer set of fetters patent concerning same.

= (renklin Hazardous Waste Removal, Oil Spills. - pumping 78 South Street Cesspeol and Septic Tank Cleaning. 2 sinv %s, Mass. 02762 Industrial Pumping service inc. Mass. 12 FIFE VED 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET 195-5951 SET R.I. Lic. #94 the they Contained but 1-401-728-0110 Fte, 128, Kingsten, H. H. 63846 Housefull Rike Sto In May 29, 1980 Kaupton N.H. 0 3848 No. BILL # 2-0030-0101 Acc. £ 37133 GREAT LAKES CONTAINER CORPORATION 34 CONFIRMING TELEPHONE ORDER TO: CONDITIONS 1. If prices are higher than specified do not whin. Advise us. 2. If these conditions are not accepted eigleade advise on an receive Conden, and before making any shipment. 2. No charged will be allowed for oraling, boxing at the line in the office herein. 7. No agreements other than those shown on the one to be since contess in writing and signed by both parties hereto. are into and if rejected will be held at your risk and returnable at your expense, Materials purchased are subject to our insension.

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5. God in the soled are set to be replaced in the content of replacement purchase order from us.

5. It is not end to the goods ordered refer to the content within the Eedera. Laws relative therefor, and that you will defend and save harmless or company. So notingens a content concerning same.

5. Noting any work to take upon the content to the content of contents or causes haven't content.

nuversigning prior payment to obtain up of their



GREAT LAKES CONTAINER CORPORATION NEW ENGLAND DIVISION

HAVERHILL ROAD, RTE. 125 KINGSTON, NEW HAMPSH'RE 03848

BOUTHMELD OFFICE MANUFACTURES NATIONAL BANK 34 SOUTHFIELD, MICHIGAN

6548

PAY

DATE

AMOUNT

D & T ZEKAICE IKC

June 5, 1930

\$1960.00

NOT-NEGOTIABLE

#072000335# \$34 02B932#

BREAT LAKES CONTAINER CORP. KINGSTON, NEW HAMPSHIRE 03848

DELUXE - FORM TWVD-4 V-2

ウィイビ

DESCRIPTION

A M D U N T

673.33

1960.00

0030-0102

GREAT LAKES CONTAINER CORPORATION

CONFIRMING TELEPHONE ORDER TO: ...

CONDITIONS

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ALL CORRESPONDENCE, INV. PACKAGES AND SHIPPING PAPERS. PURCHASE ORDER IKES CONTAINER CORPORATION 2379 FIRST RECORDS NEW ENGLAND DIVISION Phone 821-0652 HAVERHILL ROAD, RTE. 125 GSTON, NEW HAMPSHIRE 03848 (603) 642-3383 DATEJune 5 1980 SHIP TO: (same as above unless otherwise indicated.) CHARGE ON ACCT. INVOICE IN TRIPLICATE OR THE FOLLOWING, SUBJECT TO CONDITIONS BELOW: DELIVERY REQUIRED **2-30** 6/5/80 DESCRIPTION OF MATERIALS PRICE 1,960.00 Thank You goods WUST be accompanied by this bill. 0030-0103 Mr. 6 97133 GREAT LAKES CONTAINER CORPORATION CONTINUING TELEPHONE ORDER TO: SUNDIFICUS riggs are higher than ennollied do not ship, Advice up, the kend their are not acceptable throse of the up to roce at of order, and before making any shipment. no untres in writing a listaned by both parties hereto. in frote to will be resid to your hisk and returnable at your expense, 40

### GREAT LAKES CONTAINER CORPORATION

MANUACTURERS MITONAL BANK

34 SOUTHFIELD, MICHIGAN

£565

9-33 720

NEW ENGLAND DIVISION HAVERIUL ROAD, RTE. 125 KINGSTON, NEW HAMPSHIRE 03848

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PURCHASE ORDER.

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SOUTHFIELD OFFICE MANUFACTURERS NATIONAL BANK SOUTHFIELD, MICHIGAN 4346

PAY

THE SOUT 9602 CO

DATE 1/17/80

AMOUNT \$1960.00

D & L SERVICE INC.

NOT-NEGOTIABLE

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GREAT LAKES CONTAINER CORP. NEW ENGLAND DIVISION KINGSTON, NEW HAMPSHIRE D3848

DELUXE FORM TWV0-4 V-2

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DESCRIPTION

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CONFIRMING TELEPHONE ORDER TO: DO NOT DUPLICATE

DAKES CONTAINER CORPORATION

CONDITIONS

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GREAT LAKES CONTAINER CORP. NEW ENGLAND DIVISION
HAVERHILL RD., ROUTE 125 KINGSTON, YEW HAMPSHIRE 03848

MANUFACTURERS NATIONAL BANK 34 SOUTHFIELD, MICHIGAN

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D & L SERVICE INC. COTENTRY, REODE INLAND.

DATE 1/18/80 AMOUNT \$1960.00

NOT-NEGOTIABLE

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GREAT LAKES CONTAINER CORP. NEW ENDLAND DIVISION

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DELUXE FORM TWVD-4 V-2 DESCRIPTION

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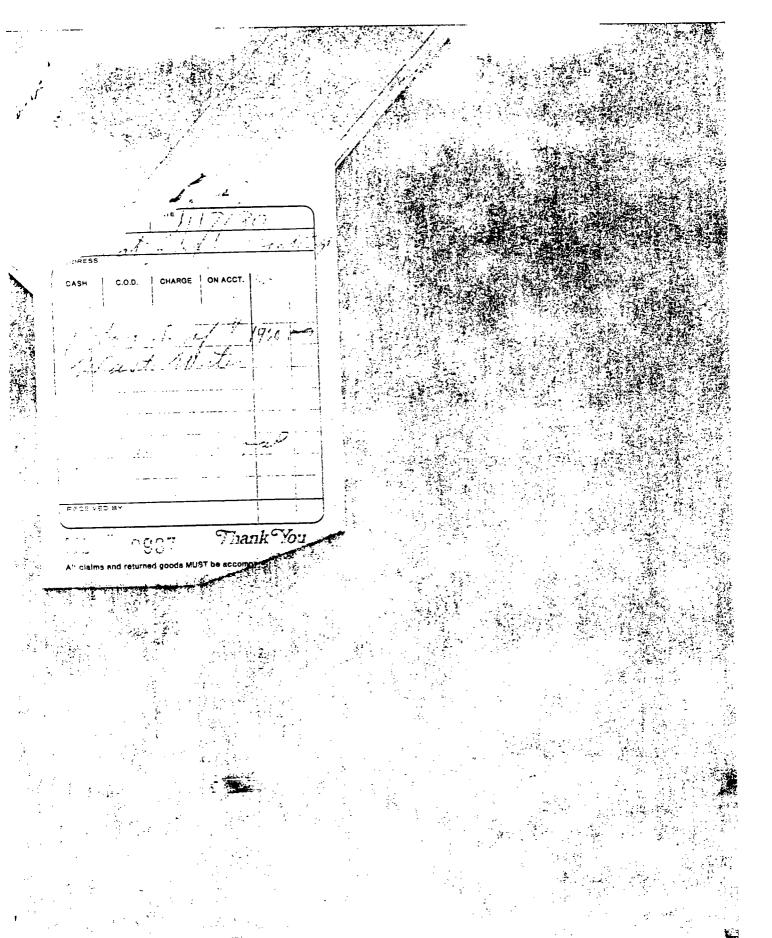
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BOUTHPIELD OFFICE MANUFACTURERS NATIONAL BANK 34 SOUTHFIELD, MICHIGAN

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D & L SERVICE INC. COVENTRY, RHODE ISLAND.

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NEW ENGLAND DIVISION

KINGSTON, NEW HAMPSHIRE 03848

DELUXE FORM TWV0-4 V-2

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CONFIRMING TELEPHONE ORDER TO:

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CONDITIONS

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So charges will be illewed for draining, boxing or drayage unless in writing and signed by both parties hereto.

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GREAT LAKES CONTAINER CORP. NEW ENGLAND DIVISION HAVERHILL'RD., ROUTE 125 KINGSTON, NEW HAMPSHIRE 03848

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NOSTON, NEW HAMPSHIRE 23848

DELUXE FORM TWV0-4 V-2

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1/26/80 Check # 4899 Par Statement - One Load of Waste Water.

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CONFIRMING TELEPHONE ORDER TO:

GREAT LAKES CONTAINER CORPORATION

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GREAT LAKES CONTAINER CORP. NEW ENGLAND DIVISION HAVERHILL RD., ROUTE 125 KINGSTON, NEW HAMPSHIRE 03848

BOUTHFIELD OFFICE MANUFACTURERS NATIONAL BANK SOUTHFIELD, MICHIGAN 34

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GREAT LAKES CONTAINER CORP. NEW ENGLAND DIVISION

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RWAT LAKES CONTAINER CORP.

NEW ENGLAND DIVISION

HAVERHILL ROUTE 125

UNGSTON, NEW HAMPSHIRE 03848

MNUTACTURERS NATIONAL DANK
OF DETROIT

34 SOUTHFIELD, MICHIGAN

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TO Box 3 Oak Street Chelmsford, Mass. 01824 Pab. 20, 1980 \$224.75

NOT-NEGOTIABLE

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BROWNING-FERRIS INDUSTRIES INC. WASTE SYSTEMS-CHELMSFORD CIVISION P.O. BOX 3 DAK STREET CHELMSFORD, MASS. 1924

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GREAT LAKES CONTAINER HAVERHILD RD., RTE. 125 KINGSTON, N.H. 03842

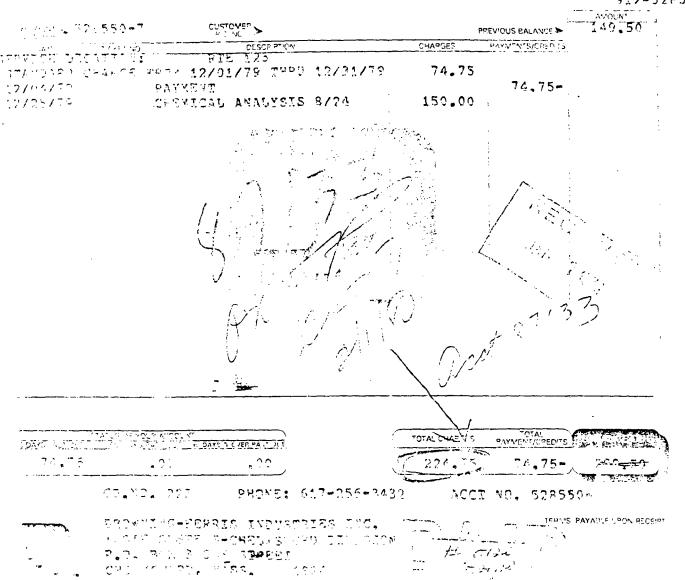
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GLEAT LAKES CONTAINER CORP. NEW ENGLAND DIVISION. HAVERIHLL RD., ROUTE 125 KINGSTON NEW HAMPSHIRE 03848

SOUTHFIELD OFFICE MANUFACTURERS NATIONAL BANK 34 SOUTHFIELD, MICHIGAN

PAY

DATE

AMOUNT

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\$1960.00

D & L Service Coventry, Rhode Island.

NOT-NEGOTIABLE

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DREAT LAKES CONTAINER CORP.

NEW ENGLAND DIVISION

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DELUXE FORM TWVD-4 V-2 DESCRIPTION

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THE ORDER NUMBER MUST APPEAR ON ALL: CORRESPONDENCE: INVOICES PACKAGES AND SHIPPING PAPERS. ENTERNANC ORDER KES CONTAINER CORPORATION KES CONTAINED OUTS ON NEW ENGLAND DIVISION HAVERHILL ROAD, RTG. 125 SSION, NEW HAMPSHIRE 03848 (603) 642-3383 DATE 2.2.80 SHIP TO: (same as above unless otherwise indicated.) ON ACCT. INVOICE IN TRIPLICATE R THE FOLLOWING, SUBJECT TO CONDITIONS BELOW: TERMS DELIVERY REQUIRED DESCRIPTION OF MATERIALS PRICE RECEIVED DY Track You Altistaims and returned goods MUST be accompanied by this bill. l load. Taste Wester 1960.00 II CONFIRMING TELEPHONE OFDER TO: COMPITIONS 12 or des are higher than specified do not ship. Advise us. 2. These conditions are not separable please acvise us on receipt of order, and before making any shipment.

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GREAT LAKES CONTAINER C NEW ENGLAND DIVISION MAVERHILL RD., ROUTE 125 🛝 KINGSTON, NEW HAMPSHIRE 03848

MANUFACTURERS NATIONAL BANK 34 SOUTHFIELD, MICHIGAN

PAY

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D & L SERVICES INC. COVENTRY, PHODE ISLAND. 02816.

The property

DATE 2/6/30

THUOPA \$1960.00

NOT-NEGOT!ABLE

GREAT LAKES CONTAINER CORP. REW ENGLAND DIVISION

KINDSTON, NIW HAMPSHIPE 03848

DELUXE FORM TWVD-4 V-2 DESCRIPTION

AMDUNT

1 - LOAD MASTE WATER.

1960.00

CHECK NO. 4969 DAMED 2.6.80

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Received 2-1-10 D.B.

IZ CONFIRMING TELEPHONE ORDER TO: DO NOT DUPLICATE

GREAT LAKES CONTAINER CORPORATION

CONDITIONS

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SOUTHFIELD OFFICE MANUFACTURERS NATIONAL BANK SOUTHFIELD, MICHIGAN

5056

22313 6 100

PAY

DATE

AMOUNT

D & L SERVICE INC. COVENTRY, REEDE ISLAND. 2,12,80

\$3,920.00

NOT-NEGOTIABLE

#1072000339# 134 028932#

GREAT LAKES CONTAINER CORP. NEW ENGLAND DIVISION

KINGSTON, FEW HAMPSHIRE 03848

DELUXE FORM TWVO-4 V-2

DESCRIPTION THUCHA

CHECK NO. 5056. DATED 2.12.80

1 LOW WASTE WATER PICKED UP 2.3.00 PURCHASE ORDER NO. 1557

3,568

1960.00 1960.00

5200 J. 1400 (3/4/80) 30 1527

Dec

CONFIRMING TELEPHONE OFFER TO:

CONDITIONS

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PC 1575 (Sup # 0547)

CONFIDANC TELEPHONE ORDER TO:

GREAT LAKES CONTAINED COMPORATION

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GREAT LAKES CONTAINER CORP. NEW ENGLAND DIVISION ALL LAVERHILL RD., ROUTE 125

KINCOTON, NEW HAMPSHIRE 03848

MANUFACTURERS NATIONAL BANK SOUTHFIELD." MICHIGAN 5108

PAY

2.20.30

AMOUNT \$3920.00

D & L SERVICE INC. COVENTRY RHODE ISLAND.

NOT-NEGOTIABLE

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BREAT LAXES CONTAINER CORP. NDIZIVIC CHAJENZ WAN KINGSTON, NEW HAMPSHIRE 03848

DATE

DELUXE - FORM TWVD-4 V-2 DESCRIPTION

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TO CONFIDNING TELEPHONE ORDER TO:

GREAT LAKES CONTAINER COPPORATION

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PURCHASE ORDER GREAT LAKES CONTAINER CORPORATION NEW ENGLAND DIVISION HAVERHILL ROAD, RTE. 125 KINGSTON, NEW HAMPSHIRE 03848 TO:

THIS ORDER NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES PACKAGES AND SHIPPING PAPERS.

1915

(603) 642-3383

DATE 2/20/80

SHIP TO: (same as above unless otherwise indicated.)

Service Inc. D. & L. Reservoir Road Coventry, P .T.

INVOICE IN TRIPLICATE

PLEASE ENTER OUR DRIVER FOR THE FOLLOWING SUBJECT TO CONDITIONS BELOW

DESCRIPTION OF MATERIALS

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2/15 2 20/80 PRICE

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CONFIRM WIS TELEPHONE ORDER TO:

GREAT LAKES CONTAINED CORPORATION

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LAKES CONTAINER CORP.

KINGSTON, NEW HAMPSHIRE 03848

NEW ENGLAND DIVISION

HAVERBILL RD., ROUTE 125

34 SOUTHFIELD, MICHIGAN SOUTHFIELD, MICHIGAN 5192

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PAY

THE LOCATE WITH A STARL .

DATE

2.22.80

AMOUNT

\$1960.00

D & L SERVICE COVERTRY, REODE ISLAND.

NOT-NEGOTIABLE

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GREAT LAKES CONTAINER CORP. NEW ENGLAND DIVISION

KINGSTON, NEW HAMPSHIRE 03848

DELUXE - FORM TWV0-4 V-2

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AMBUNT

CHECK NO. 5192. DATED 2.22.80

1 LOAD WASTE WATER

1960.00

TO COMPREVING TELEPHONE ORDER TO: אַרַרָּאַמישַינער <u>דיפאַ נ</u>יַּ

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GREAT LAKES CONTAINED COPPORATION

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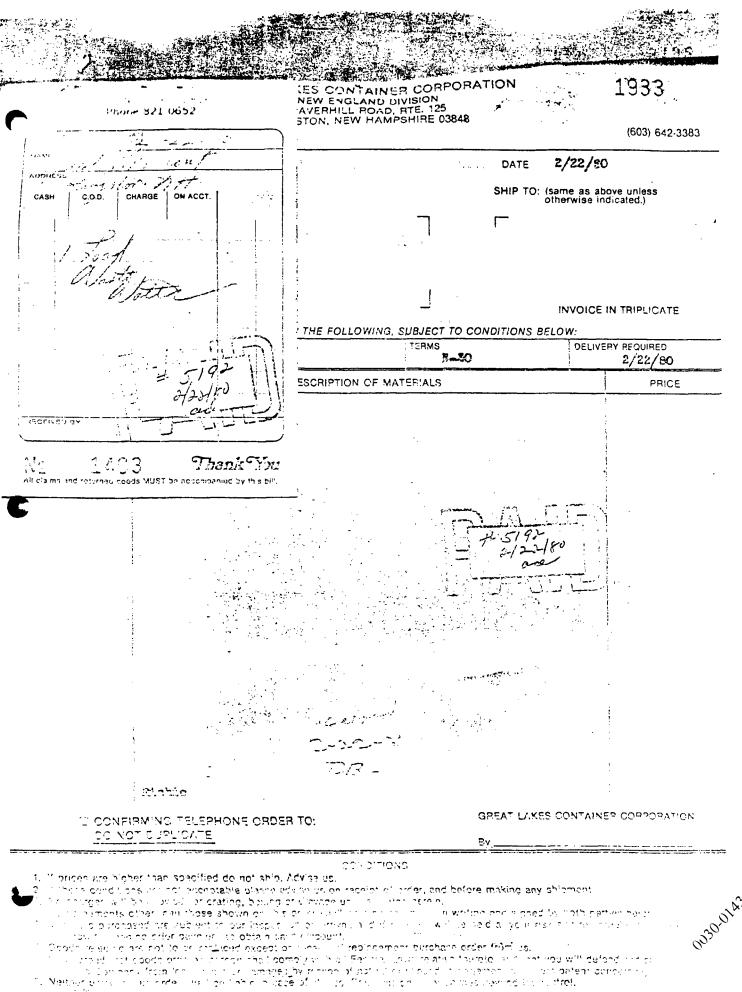
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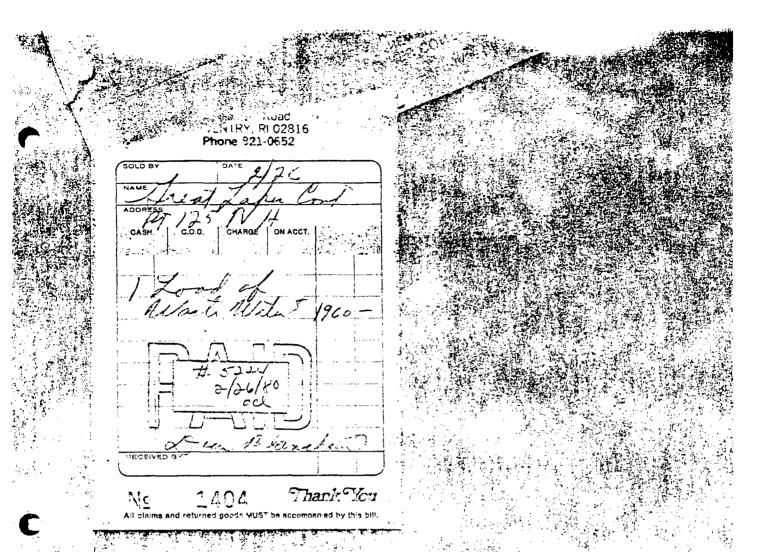
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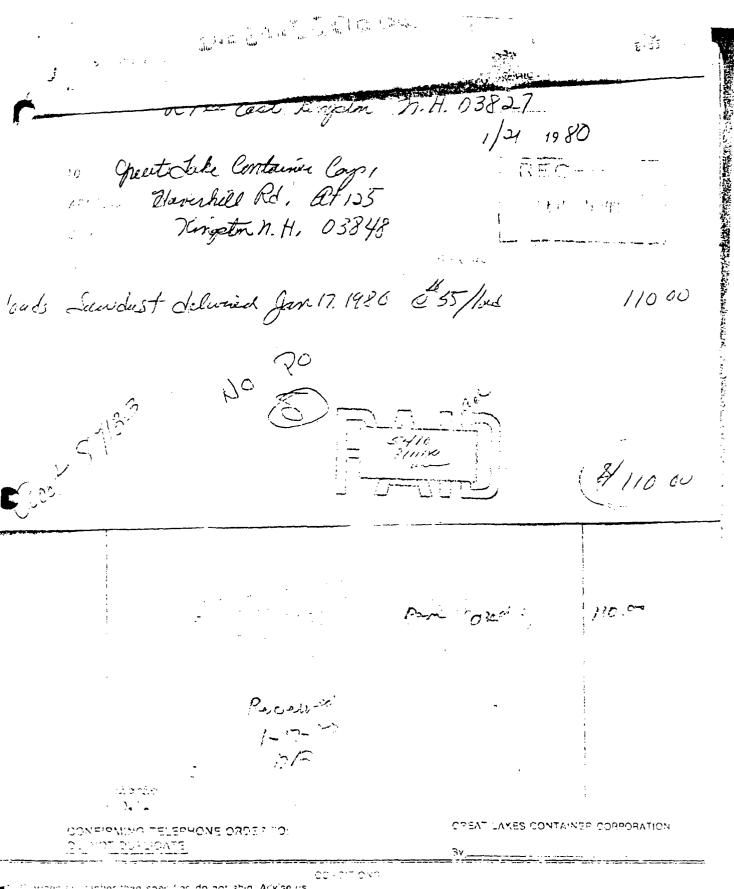
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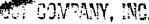
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KINGSTON, NEW HAMPSHIRE 03848

SOUTHFIELD OFFICE MANUFACTURERS NATIONAL BANK SOUTHFIELD, MICHIGAN

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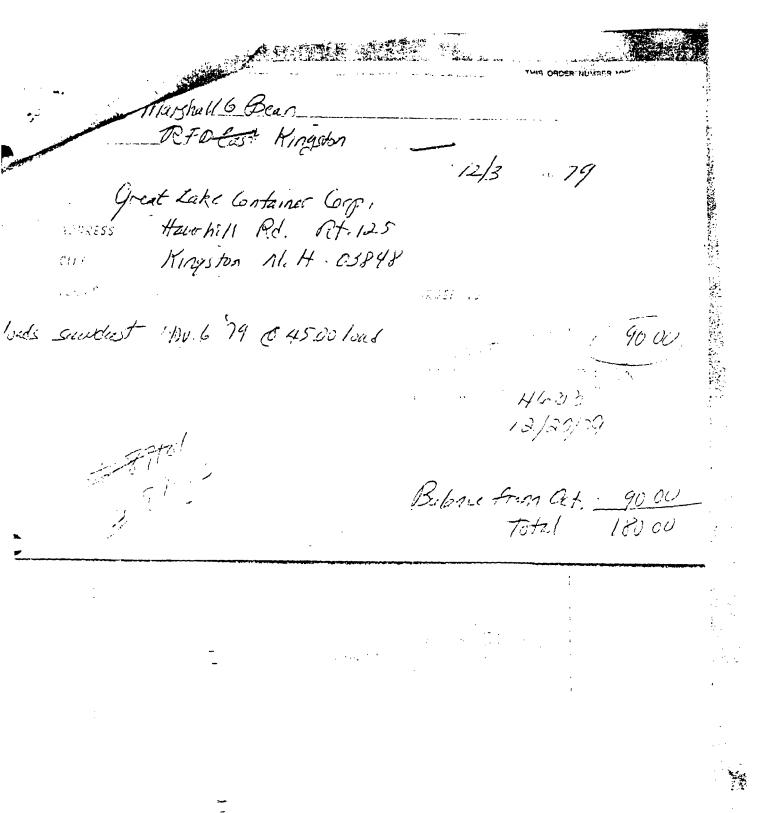
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DELUXE - FORM TWYD-4 V-2

2 LOADS SAMBUST & 045.00 per load. October 19.- 1079. 90.00

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## **EXHIBIT E**

## KINGSTON WASTE DISPOSAL NOV. '78 - OCT. '79

DATE	COMPANY	AMOUNT
11/06/78	Browning - Ferris	\$ 121.34
11/09/78	S&M Disposal	1,260.00
12/19/78	Browning - Ferris	(121.34)
12/11/78	, 11 11	182.01
01/ /79	11 11	60.67
02/ /79	S&M Disposal	840.00
02/ /.5	11 11	4,620.00
	Browning - Ferris	66.73
02/07/79	Ottati & Goss	736.00
03/09/79	Loüis Ottati	150.00
03/16/79	Ottati & Göss	100.00
03/23/79	Louis Ottati	420.00
03/30/79	" "	420.00
03/01/79	Stewart's Septic	40.00
03/26/79	S&M Disposal	2,940.00
04/06/79	Harding Metal	900.00
04/06/79	Ottati & Goss	445.00
04/06/79	Harding Metal	750.00
04/13/79	Louis Ottati	150.00
04/20/79	II II	250.00
04/20/79	Harding Metals	600.00
04/25/79	Bill Rafeal	500.00
04/25/79	S&M Disposal	4,830.00
04/27/79	Harding Metal	900.00
04/27/79	Louis Ottati	150.00
04/13/79	Harding Metals	750.00
04/01/79	Stewart's Septic	55.00
04/01/79	Browning - Ferris	66.73
04/09/79	11 11	66.73
04/13/79	Marshall Bean	135.00
05/03/79	Stewart's Septic	55.00
05/03/79	Marshall Bean	540.00
05/04/79	Browning - Ferris	66.73
05/04/79	Louis Ottati	200.00
05/04/79	Harding Metals	600.00
05/11/79	n u	<b>7</b> 50.00
05/11/79	Louis Ottati	150.00
05/17/79	Stewart's Septic	55.00
05/18/79	- Louis Ottati	150.00
05/18/79	Bill Rafael	200.00
05/25/79	Harding Metal	300.00
05/25/79	S&M Disposal	4,914.68
05/04/79	Bill Rafael	225.00
05/18/79	Harding Metal	450.00
05/25/79	Louis Ottati	200.00
06/01/79	Harding Metals	600.00
06/01/79	Louis Ottati	150.00
06/01/79	Bill Rafeal	150.00
06/08/79	Harding Metal	900.00
06/11/79	Louis Ottati	150.00
C6/15/79	- Harding Metals	1,050.00
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## KINGSTON WASTE DISPOSAL NOV. '78 - OCT. '79

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DATE	COMPANY	AMOUNT
06/15/79	Bill Rafael	\$ 325.00
06/15/79	Louis Ottati	100.00
06/18/79	Browning Ferris	66.73
06/18/79	Stewart's Septic	55.00
06/20/79	Marshall Bean	360.00
06/21/79	Plaistow Lumber	430.44
06/21/79	Stewart's Septic	<sup>-</sup> 55.00
06/21/79	Spaulding & Frost	120.00
06/22/79	Harding Metal	750.00
06/22/79	Louis Ottati	100.00
06/28/79	Harding Metal	600.00
06/28/79	Bill Rafeal	100.00
06/11/79	Stewart's Septic	55.00
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07/20/79	Spaulding & Frest	80.00
07/27/79		40.00
07/26/79	Stewart's Septic	55.00
07/06/79	Louis Ottati	200.00
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07/15/79	Stewart's Septic	110.00
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07/17/79	Ottati & Goss	100.00
07/18/79	B.F.I.	66.73
07/19/79	Spaulding & Frost	20.00
08/20/79	Browning Ferris	4,767.34
08/21/79	Marshall Bean	360.00
08/01/79	Marshall Bean	495.00
08/01/79	Spaulding Frost	40.00
08/31/79	Browning Ferris	147.34
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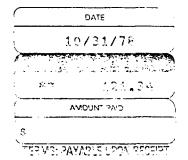
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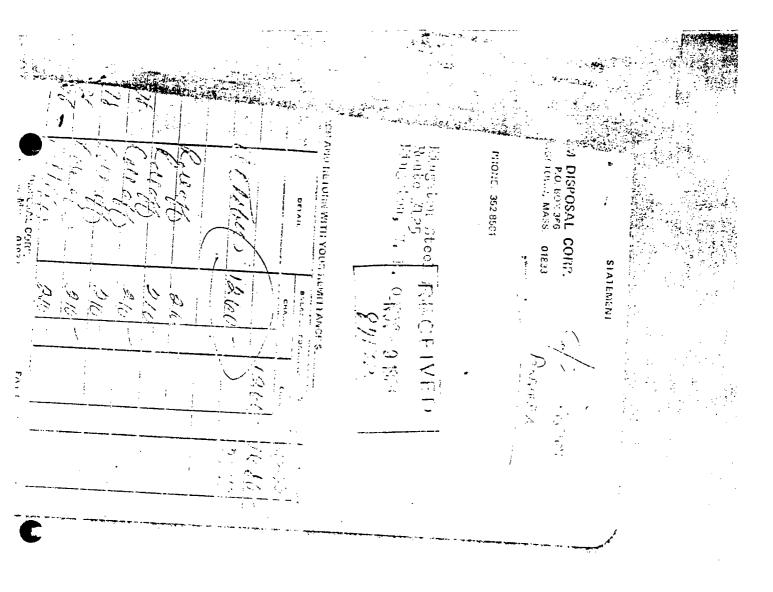
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BROWNING-FIRRIT INDUSTRIES INC.
WASTT SYSTEMS-CHELMSFORD DIVISION
P.O. BOX 3 OAK SIRTOT
CHELMSFORD, MASS. 1824

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ACCT NO. 528550-7

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PHONE: 617-256-3430

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GREAT LAKES CONTAINER CORPORATION MANUFACTION MANUFACT NEW ENGLAND DIVISION

HAVERHILL ROAD, RTS, 105 KINGSION, NEW HAMPSHIPE 19948 34 SOUTHFIELD, MICHIGAN

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## GREAT LAKES CONTAINER CORPORATION NEW INGLAND DIVISION

HAVERH'LL ROAD, RTE. 125 EXERTON, NEW HAMPSHIRE 03918

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AMOUNT

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Farding Metals Inc.

DELUXE - FORM TWVD-4 V-2

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ROUTE 4, NORTHWOOD, NEW HAI Dial 603/942-557.

GREAT LAKES CONTAINER CORP. P.O. BOX 98 KINGSTON, NEW HAMPSHIRE 03848

ATTETNION: RAY BOUDREAUX

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GREAT LAKES CONTAINER CORPORATION MANUFACTURES WHOMAL BANK NEW ENGLAND DIVISION

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# GREAT LAVES CONTAINER CORPORATION MANUACTURER VAN SANK NEW FINGLAND DIVISION HAVERUILD ROAD, NTE. 1254 KINGSTON, NEW HAMPSHIRE 20048

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EREAT LAKES TONTAINER CORP. MINGETON, NEW HAMPSHIRE 0334B

DELUXE - FORM TW/VO-6 V-2

AMOUNT \$750.00 4.0.79



### BUYERS OF SCRAP METALS

ROUTE 4, NORTHWOOD, NEW HAMPSHIRE 03261 Die! 603/942-5573 or 942-5574

GREAT LAKES CONTAINER CORP. 9.0. BOX 98 KINGSTON, NEW HAMPSHIRE 03848 ATTENTION: RAY BOUDREAUX

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FTE. 125. P.O. BOX 98 KINGSTON, N.H. C3843

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GREAT LAKES TOWNINER CORPORATION

NEW ENGLAND DIVISION HAVERFILL ROAD, RIE. 125 KINGSTON, NEW HAMPSHIRE 03848

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TO THE ORDER OF

DATE

Harding Metal. Inc.

DATE 4/20/79 AMOUNT \$500.00

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CRIAT LAKES CONTAINER CORP.
KINDSTON, NEW HAMPSHIRE CORPA

DESUME - FORM TWVD-4 V-2

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4/20/79

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1600.00

### BUYERS OF SCRAP MITALS

~ ROUTE 4, NORTHWOOD, NEW HAMPSHIRE (0.1)\*..
Dial 603/942-5573 or 942-5574

GREAT LAKES CONTAINER CORPORATION P.O. BOX 98 KINGSTON, NEW HAMPSHIRE 03843 ACTENTION: ROY BOUDREAUX

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## **EXHIBIT F**



# GREAT LAKES CONTAINER CORPORATION NEW ENGLAND DIVISION HAVERHILL ROAD, RTE. 125 KINGSTON, NEW HAMPSHIRE 03848

(603) 642-3383

			DATE	2.28.80
TO:			SHIP TO:	(same as above unless otherwise indicated.)
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			GREAT LAKES	CONTAINER CORPORATION
	OFFICE.  MING TELEPHONE ORDER TO DUPLICATE	·	GREAT LAKES	CONTAINER CORPORATION

- 1. If prices are higher than specified do not ship. Advise us.
- 2. If these conditions are not acceptable please advise us on receipt of order, and before making any shipment.
- 3. No charges will be allowed for crating, boxing or drayage unless stated herein.
- 4. No agreements other than those shown on this order shall be binding unless in writing and signed by both parties hereto.
- 5. Materials purchased are subject to our inspection on arrival, and if rejected will be held at your risk and returnable at your expense, nowithstanding prior payment to obtain cash discount.
- 6. Goods rejected are not to be replaced except on receipt of replacement purchase order from us.
- 7. It is agreed that goods ordered hereon shall comply with all Federal Laws relative thereto, and that you will defend and save harmless this Company from loss, costs or damages by reason of actual or alleged infringement of letters patent concerning same.
- 8. Neither party to this order shall be liable in case of strikes, fires, accidents or causes beyond its control.



#### GREAT LAKES CONTAINER CORPORATION NEW ENGLAND DIVISION HAVERHILL ROAD, RTE. 125 KINGSTON, NEW HAMPSHIRE 03848

(603) 642-3383

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Paid Check # 6648

Acc. # 87133

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GREAT LAKES CONTAINER CORPORATION

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# GREAT LAKES CONTAINER CORPORATION NEW ENGLAND DIVISION HAVERHILL ROAD, RTE. 125 KINGSTON, NEW HAMPSHIRE 03848

(603) 642-3383

D. & L. Service Inc.  P.O. Box 214  Reservoir Road  Conventry, R.I. 02616  PLEASE ENTER OUR ORDER FOR THE FOLLOWING, SUBJECT TO  HIP VIA  P/U  QUANTITY  DESCRIPTION OF MATERIALS  One load waste water	DATE J	aly 15 1980
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JABAT ITKES CONTAINER CORPORATION

# GREAT LAKES CONTAINER CORPORATION NEW ENGLAND DIVISION HAVERHILL ROAD, RTE. 125 KINGSTON, NEW HAMPSHIRE 03848

(603) 642-3383

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